

DECLARATION FOR THE CREATION OF A
CONDOMINIUM, PURSUANT TO THE
CONDOMINIUM ACT, CHAPTER 718, FLORIDA STATUTES

DECLARATION OF CONDOMINIUM

I

SUBMISSION STATEMENT

The undersigned, being the holders of title of record to the real property situate, lying and being in Palm Beach County, Florida, the legal description of which is attached hereto and made a part hereof, and labelled EXHIBIT "A", hereby states and declares that the land described on page 2 of EXHIBIT "A" is hereby being submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act (hereinafter referred to as the "Condominium Act"), the provisions of which said Act are hereby incorporated by reference, and included herein thereby, and does herewith file for record this Declaration.

Definitions of terms used herein are as follows:

1. Condominium Act means Chapter 718, Florida Statutes.
2. Declaration means the Declaration for the creation of this Condominium, pursuant to the Condominium Act.
3. Corporation means PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit Corporation which operates the Condominium property under this Declaration and may operate other Condominium property as authorized under Section 718.111, Florida Statutes. The term "Corporation" as defined herein shall be interchangeable with the term "Association" and they shall have the equivalent definition.
4. Unit or condominium unit means those parcels of the condominium property designated on the Exhibits attached to the Declaration which are subject to private ownership.

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This instrument was prepared by
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350 Royal Palm Way, Palm Beach, Fla. 33480

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5. Common Elements means the portions of the Condominium property not included in the units, and shall include the personal property required for the maintenance and operation of the Condominium, even though owned by the Association. Common Elements shall also include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements, easements of support in every portion of a unit which contributes to the support of the improvements, and an easement for the maintenance of the Common Elements.

6. Condominium Parcel means a unit, together with the undivided share in the Common Elements, which is appurtenant to the unit.

7. Unit Owner means the owner of a condominium parcel.

8. Common Expenses means expenses for which the unit owners are liable to the Corporation.

9. Assessments means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Board of Directors of the Corporation.

10. Condominium Property means and includes the land described in the Declaration, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

11. Institutional Mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, its advisor, mortgage banking firms and mortgage companies, or a lender generally recognized in the community as an institutional type lender. The mortgage may be placed through a mortgage or title company. The Developer shall determine in

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its sole discretion in case of question, who is an institutional mortgagee by virtue of being generally recognized in the community as an institutional type lender.

12. Developer means HOVNANIAN OF PALM BEACH, INC., a Florida corporation.

13. Common Surplus means the excess of all receipts of the Association from the Condominium including but not limited to, assessments, rents, parking revenue, profits and revenues on account of the common elements, over and above the amount of common expenses of the Condominium.

14. Condominium Documents means the Declaration, By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

II

NAME

The name by which this Condominium is to be identified is PINE RIDGE SOUTH II CONDOMINIUM.

III

IDENTIFICATION OF UNITS, SURVEY: SHARES IN COMMON ELEMENTS: PROPORTIONS OF COMMON EXPENSES

A. The improvements on the land described will consist of forty-two (42) multi-family structures containing three hundred thirty-six (336) condominium units.

(a) The buildings will be constructed substantially in accordance with the plans and specifications prepared by GINOCCHIO & SPINA, ARCHITECTS. There is also attached hereto as EXHIBIT "D", a Plot Plan and Survey, showing the location of the buildings and the remainder of the Condominium property.

1. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Unit, or any interior bearing

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walls, nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Unit, which are utilized for or serve more than one Condominium Unit, which items are by these presents hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Condominium Unit, except for bearing walls as aforesaid, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

2. Units - Boundaries. Each unit shall include that part of the building containing the unit which lies within the boundary of the unit which boundaries are:

Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Unit Located On First Floor:

(i) Upper Boundary. The horizontal plane of the undecorated finished ceiling.

(ii) Lower Boundary. The horizontal plane of the undecorated finished floor.

(b) Unit Located On Second Floor:

(i) Upper Boundary. The horizontal plane which is 8'1" above and parallel to the lower boundary of such unit.

(ii) Lower Boundary. The horizontal plane of the undecorated finished floor.

Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

3. If any portion of a condominium unit or common element encroaches upon another, a valid ease-

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ment for the encroachment and the maintenance of same, so long as it stands, shall and does exist.

In the event the structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the "Common Elements" or "Condominium Units", as so described due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereto shall exist.

In connection with the floor plans and Plot Plan, identified as EXHIBIT "D", the legend and notes thereon contained are incorporated herein, and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act.

5. Amendment of Plans. Developer reserves the right to change the interior and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Corporation or Condominium unit owners or by the Condominium, whether or not elsewhere required for an amendment.

6. Alteration of Boundaries and Condominium Unit Dimensions. Developer reserves the right to alter the boundaries between units as long as Developer owns the units so altered. Developer may alter the boundaries of the common elements as long as the Developer owns the condominium units abutting the common elements where the boundaries are being altered provided no such latter change shall be made without amendment to this Declaration, and provided, further,

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that an amendment for such latter purpose must be signed and acknowledged by the Developer and approved by the institutional mortgagee of condominium units affected, whether they are included in an overall construction mortgage on the Condominium Building, and such amendment shall additionally require the approval of a majority of the condominium unit owners.

B. Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, is set forth on EXHIBIT "C" which is annexed to this Declaration and made a part hereof.

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "Common Elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

C. The common expenses of the Condominium shall be shared by the unit owners as specified and set forth in EXHIBIT "C". The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels or their locations.

Any common surplus of the Corporation shall be owned by each of the unit owners in the same proportion as their percentage of common expenses in the common elements; any common surplus being the excess of but not limited to,

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assessments, rents, profits and revenues on account of the common elements of this Condominium over the amount of the common expenses of this Condominium.

D. Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

E. 1. The stairways and corridors shown and graphically described in the Floor Plans and Plot Plan identified as EXHIBIT "D" which are used for ingress and egress to all of the units located on each floor are and shall remain a part of the common elements.

2. The porch balconies shown and graphically described in the Floor Plans and Plot Plan, identified as EXHIBIT "D" are limited common elements appurtenant to each of the units as shown. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant.

3. Expenses of maintenance and repair relating

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to the interior surfaces of the limited common elements referred to in this Article shall be borne by and assessed against the individual unit owner. Any expense of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements (exclusive of screens and sliding glass doors or windows) or involving structural maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association.

IV

VOTING

Subject to the provisions and restrictions set forth in the By-Laws of the Corporation responsible for the operation of this Condominium, each unit owner is entitled to one vote for each unit owned by him.

V

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called in accordance with the By-Laws, by the affirmative vote of a majority of the unit owners. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Corporation responsible for the operation of this Condominium. This Certificate shall become effective upon its being recorded in the Public Records of Palm Beach County, Florida.

No amendment shall discriminate against any unit owner nor against any condominium unit or class or group of condominium units, unless the unit owners so affected shall consent; and no amendment shall change any condominium unit nor the share in the Common Elements appurtenant to it nor increase the unit owner's share of the Common Expenses, nor annex any additional land to the Condominium, unless the record owner of the condominium unit concerned and all record owners of institutional mortgages on such condominium unit or parcel shall join in the execution of the amendment. Neither shall an amendment make any change in paragraph "J" of Article VII unless the record owners of all institutional

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mortgages upon condominium units or parcels shall join in the execution of such amendment. Nor shall there be any amendment to make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to all record owners of institutional mortgages of condominium units or parcels unless said mortgagee shall join in the execution of such amendment. Said record owners of institutional mortgages shall be provided with written notification by the Corporation thirty (30) days prior to the effective date of any amendment to this Declaration or any exhibits thereto. No amendment shall change the rights and privileges of the Developer without the Developer's written approval.

VI
BY-LAWS AND ARTICLES OF INCORPORATION

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "BY-LAWS OF PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC." and which is annexed to this Declaration, and incorporated herein by reference as EXHIBIT "E". Copies of the Articles of Incorporation are attached as EXHIBIT "B" and incorporated herein by reference. No modification or other amendment to the By-Laws or Articles of Incorporation shall be valid, unless set forth in, or annexed to, a duly recorded amendment to this Declaration.

VII
MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

A. ASSESSMENTS:

The Corporation, through its Board of Directors, shall have the power to make and collect assessments, and to lease, maintain, repair and replace the common elements, as provided for by the Condominium Act.

B. MAINTENANCE:

The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property or properties and other type properties.

C. LIENS:

The Corporation shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of such condominium parcel, which lien shall be

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effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The lien of the Corporation shall also secure reasonable attorneys' fees, including Appellate attorneys' fees, incurred by the Corporation incident to the collection of such assessments or enforcement of such lien. Nothing herein shall deprive a first mortgagee of his prior lien.

D. OCCUPANCY AND USE:

The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself, members of his family, social guests and, subject to the terms and provisions of this Declaration, By-Laws and Rules and Regulations of the Board of Directors of the Condominium Association, his lessees or sub-tenants, and for no other purposes.

In the event the unit owner is a corporation, the unit shall be occupied and used by those stockholders, officers, directors and guests of the corporation as may have been approved by the Developer and by the Board of Directors of the Condominium Association.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A unit owner may keep any domestic pet or animal on the condominium property so long as such domestic pet or animal does not constitute a nuisance and unreasonably interfere with the quiet enjoyment of the premises by the other condominium owners. No clothes lines or similar devices shall be allowed on any portion of the condominium property.

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The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors. All window and glass door covering shall be in the color specified by the Association.

In order to preserve the character of PINE RIDGE SOUTH II CONDOMINIUM as an adult residential community, anything to the contrary herein notwithstanding, occupancy of a unit shall be restricted as follows:

- (a) To any person of the age of 18 years or over;
or
- (b) A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is of the age of 18 years or over;
or
- (c) The child or children residing with a permissible occupant, provided the child or children is or are of the age of 18 years or over;
or
- (d) The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the family units from entertaining guests, of any age, in their units, including temporary residency not to exceed three (3) months. Full time occupancy in any event, however, shall be limited to three (3) occupants.

Any person or persons who may obtain legal or equitable title to a condominium unit in PINE RIDGE SOUTH II CONDOMINIUM by

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purchase, gift, devise, testamentary disposition or by operation of law or by any other means and who does not fall within the category of permissible occupants as set forth above shall not be permitted to occupy any such unit.

E. RE-SALE:

In the event of re-sale of said unit, the Board of Directors of the Corporation has the option to purchase the same on the same conditions as offered by the said unit owner to any third person. Any attempt to re-sell said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration, and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser.

F. MORTGAGES:

No unit owner may mortgage his unit or any interest therein without the approval of the Corporation, except to an institutional mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Corporation, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Corporation from accepting a Purchase Money Mortgage as a part of the purchase price of a unit, nor prevent a unit owner from accepting a Purchase Money Mortgage from an approved purchaser.

G. OFFER TO SELL:

Should the unit owner wish to sell his condominium parcel (which means the unit, together with the undivided share in the common elements, and the right to use limited common elements, if applicable, which are appurtenant thereto), he shall, before making or accepting any offer to sell his condominium parcel, deliver to the Board of Directors, at the office of the Corporation, a written notice of his intent to sell, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer

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he is prepared to make, and the name and address of the prospective purchaser. The Board of Directors, within fifteen (15) days after receiving such notice, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the unit owner's unit, designate that the Corporation, one or more persons then unit owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase upon the same terms as those specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Board of Directors to designate such person or persons within said fifteen (15) day period, or failure of such person or persons to close within said second fifteen (15) day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein within forty-five (45) days after his notice was given.

The Board of Directors shall give to the unit owner an instrument in recordable form showing the consent of the Board of Directors of the Corporation to the transfer of ownership in the unit. The unit owner shall have no right to sell his interest, or any part thereof, except as expressly provided for herein. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this

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Declaration and By-Laws of the Corporation, and the provisions of the Condominium Act.

5. MORTGAGED UNITS:

Should any condominium unit or parcel at any time become subject to an institutional mortgage given as security, the holder thereof, upon becoming the fee simple owner of said condominium unit or parcel by reason of being the purchaser at a foreclosure sale or receiving a deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit or parcel, including the fee ownership thereof, without offer to the Board of Directors, notwithstanding the provisions of paragraphs "E" and "G" above, provided, however, that in all other respects the provisions of the Condominium Act shall be applicable thereto; and provided, further, that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the Common Elements or other appurtenances of said condominium unit or parcel.

In the event a mortgagee of a first mortgage of record shall obtain title to the condominium unit or parcel as a result of the foreclosure of a first mortgage thereon, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a condominium unit or parcel as a result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the Common Expenses or assessments by the Corporation chargeable to the condominium unit or parcel, or the owner thereof, which became due prior to the acquisition of title

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by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of Common Expenses or assessments, chargeable against any such foreclosed condominium unit or parcel or against any such condominium unit or parcel transferred in lieu of a foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the unit owners.

All provisions of a real property mortgage in favor of an institutional mortgagee shall take precedence over the provisions of this Declaration, including the provisions of this section, no breach of any of the provisions contained herein shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any condominium unit or parcel, or any part thereof.

It shall be the responsibility of the Corporation to provide written notice to record mortgage holders of institutional mortgages on condominium units or parcels of this Condominium in the event of default by the mortgagors of such units or parcels in the performance of the mortgagor's obligations under this Declaration or the exhibits thereto, which default is not cured within thirty (30) days.

I. DEVELOPER'S UNITS AND PRIVILEGES:

The provisions of Paragraphs "E" and "G" of this Article shall not be applicable to the Developer who is irrevocably empowered to sell, lease or rent condominium units to any purchaser or tenant approved by it. The said Developer shall have the right to transact any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices, use the elevators and common elements, and to show units.

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The Developer shall also have the right to use portions of the condominium property for parking for prospective purchasers and such other parties as Developer determines. Sales office, signs and all items pertaining to sales shall not be considered common elements, and remain the property of the Developer.

INSURANCE:

The insurance other than title insurance that shall be carried upon the Condominium property and the property of the unit owner shall be governed by the following provisions:

(1) Authority to Purchase; Named Insured - All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Insurance Trustee individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the assistance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. The Insurance Trustee may be any bank in Florida with trust powers as may be approved by the Board of Directors of the Association.

(2) Coverage -

(a) Liability - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium, and insuring the Association and the unit owners as its and their interest appear, in such amounts and providing such

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coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000.

(b) Casualty Insurance - The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurance replaceable value, as determined annually by the Board of Directors of the Association.

(c) Workmen's Compensation - Workmen's compensation policy to meet the requirements of law.

(d) Flood Insurance, if such form of coverage is required or deemed necessary by the Board of Directors of the Association.

(e) Other Insurance - Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(3) Waive Subrogation - If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests.

(4) Premiums - Premiums upon insurance policies purchased by the Association shall be charged as a common expense.

(5) Insurance Trustee; Loss Payable Provisions - All insurance policies purchased by the Association shall be for the

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benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee. The Association will promptly notify the Insurance Trustee of any loss. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements - Proceeds on account of damaged common elements -- an undivided share for each unit owner, such share being the same as an undivided share in the common elements appurtenant to his unit.

(b) Units - Proceeds on account of damage to units shall be held in the following undivided shares:

(i) Where the building is to be restored -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored -- an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(c) Mortgagees - In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to

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determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

(6) Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust - All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such

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mortgagees. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(d) Certificate - In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, as to the names of the unit owners and their respective shares of the distribution, provided, however, that such certificate shall not be binding insofar as mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.

(7) Association as Agent - The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by it or the Association and to execute and deliver releases upon the payment of claims.

(8) Reconstruction or Repair after Casualty -

(a) Loss Within a Single Unit - If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between the units, the insurance proceeds shall be distributed to the beneficial unit owner(s) -- remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any

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mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(b) Minor Damage - Where a loss or damage occurs within a unit or units, or to the common elements or to any unit or units and the common elements, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "major damage":

(i) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the costs of repair and restoration.

(ii) If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association, as hereinabove provided, shall promptly contract for the repair and restoration of the damage.

(iii) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements alone or the party wall between

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units, but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association, and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and the Insurance Trustee, and deliver same to the Insurance Trustee, and the foregoing shall be in

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This is

such form as any of the aforesaid parties may require. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance and payment bond, in such form and amount, and with a bonding company authorized to do business in the State of Florida, as are acceptable to the said mortgagee.

(iv) Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(v) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for the portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors of the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Directors of the Association shall levy an assessment for the total deficiency

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This is

against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. Special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(vi) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(c) Major Damage - As used in this Declaration, or any other context dealing with this Condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five per cent (75%) or more of

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the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

(i) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(ii) Thereupon, a meeting of the unit owners shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of this Condominium with reference to the abandonment of the condominium project, subject to the following:

A. If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless three-fourths (3/4) of the unit owners of this Condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the Public Records of Palm Beach County, Florida, an instrument terminating this Condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the unit

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This is Not a Contract

owners shall, thereupon, become owners as tenants in common in the property, i.e. the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

B. If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners of this Condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the condominium property removed from the provisions of the law, and the Condominium terminated, as set forth in the immediately preceding sub-paragraph A., and the unit owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the condominium parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding sub-paragraph A. In the event a

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This is Not Certified

majority of the unit owners of this Condominium vote in favor of special assessments the Association shall immediately levy such special assessment, and thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration. The special assessment fund shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property.

(iii) In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that such finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(d) Surplus - It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

(e) Certificate - The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee the Association shall forthwith deliver such certificate.

(f) Plans and Specifications - Any repair and restoration must be substantially in accordance with the

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plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated the approval of all institutional first mortgagees shall also be required.

(g) Association's Power to Compromise Claims - The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

K. ALTERATIONS

There shall be no material structural additions or alterations to the unit or limited common elements, enclosing of balconies, or substantial additions to the common elements, except the same are authorized by the Board of Directors. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or to the operation thereof.

(1) Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on his unit.

(2) The unit owner shall make no alterations, decoration, door or color changes, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association. Unit owners may use only such contractors or subcontractors as approved by the Board of Directors in writing prior to the commencement of such work. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property

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caused by the unit owner's contractor, subcontractor or employee, whether said damages are caused by negligence, accident or otherwise.

(3) The unit owner shall allow the Board of Directors, or the agents or employees of the Association to enter into his unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency, circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(4) In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions hereof.

(5) The Association shall determine the exterior color schemes of the buildings, and all exteriors, and shall

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be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.

L. OWNERS:

(1) No owner of a Condominium Parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

(2) The owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Property Appraiser, governmental officer or authority having jurisdiction over the same.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in his Condominium Unit, and in the Common Elements shall be considered as a unit. The value of said unit shall be equal to the percentage of undivided shares in common elements of the entire Condominium, including land and improvements as has been assigned to said unit in Paragraph II of this Enabling Declaration. The total of all of said percentage equals one hundred (100%) per cent of the value of all of the land and improvements thereon.

The percentage assigned above shall be binding upon all owners for all purposes, including ad valorem taxation, at all times in the future, and may not be amended or changed.

M. SEVERABILITY:

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not

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be affected thereby.

N. TITLES:

Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

O. NOTICES:

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail, at their place of residence in the Condominium buildings, and to the Corporation by Certified Mail at 3586 La Playas Court, Greenacres City, Florida 33463, and to the Developer at 3586 La Playas Court, Greenacres City, Florida 33463.

All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by written notice, in accordance with the terms and provisions of this paragraph.

VIII

DESIGNATION AND ASSIGNMENT OF PARKING SPACES
BY CONDOMINIUM ASSOCIATION

The Condominium property includes various parking spaces. All parking spaces are given identifying numbers and are delineated on EXHIBIT "D" attached hereto. No parking space bears the same identifying number as any other.

Each unit owner shall have the right at no charge to the exclusive use of one automobile parking space, the exact location and designation of which shall be assigned and established by the Board of Directors of the Association at the time of the initial conveyance of title to a unit owner by Developer to such unit owner. The grant of the right to the exclusive use of one automobile parking space shall be evidenced by separate instrument executed by the Condominium Association in non-recordable form and delivered to the unit

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owner at the time such owner acquires fee title to his condominium unit. An executed copy of the instrument granting same shall be maintained by the Association. The parking space assigned herein shall be considered as a limited common element appurtenant to such condominium unit.

As to the parking spaces not assigned by the Condominium Association as provided in the above paragraph, the Board of Directors of the Association may assign such specific parking spaces to the other unit owners in this Condominium; however, such assignment shall not be recorded in the Public Records of Palm Beach County, Florida. The Board of Directors of the Condominium Association, as to such parking spaces, shall have the right to change the assignment of such specific parking spaces from time to time as to the unit owners in this Condominium, as it deems advisable in its sole discretion.

A portion of the parking spaces may be for the use of guests as determined by and pursuant to the rules and regulations adopted by the Developer for such time as it determines in its sole discretion, and thereafter, by the Board of Directors of the Association. The right to the use of a designated parking space shall be a use right only, exclusive unto the person to whom such space is assigned.

The unit owner agrees that the parking area is exclusively for parking of automobiles and no boats, trailers, trucks, campers or any other item can be parked or stored in said area.

The unit owner also agrees not to have at any one time, more than two automobiles parked in the parking area, including the assigned parking space, without the consent of the Board of Directors of the Association.

IX

TERMINATION

This Condominium may be voluntarily terminated, in

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the manner provided for in Sec. 718.117 of the Condominium Act, at any time. In addition thereto, when there has been substantial damage as defined in Article VII, Section J, Paragraph 7. Above, this Condominium shall be subject to termination as provided in Article VII, Section J, Paragraph 7. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all institutional mortgagees, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An Agreement to Purchase executed by the Association and/or the record owners of the parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the

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delivery or mailing of such Agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Santa Beach County, Florida, on the petition of the seller. The expense of appraisal shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

X

MISCELLANEOUS PROVISIONS

A. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

B. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association, from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the

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unit owner of as many units as have been so combined.

C. Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto be deemed to be an institutional first mortgage.

D. The Developer, in accordance with Section 718.203, Florida Statutes, warrants to each unit owner the statutory implied warranty of fitness and merchantability as described and set forth in the aforementioned Section. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The Developer has constructed the buildings and improvements substantially in accordance with the plans and specifications on file in the Building and Zoning Department of the applicable governmental authority and as same may have been modified.

E. The Developer shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the Condominium property and improvements thereon, nor anything of any type or nature except such items as are specifically

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delineated and agreed to in writing between the Developer and the individual unit owner. It shall be understood and agreed that the Developer shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association. Guaranties have been obtained from all subcontractors, such as the plumber, electrical, air conditioning and roofers, and warranties have been obtained from the manufacturers of all appliances and equipment as specified by said manufacturers and subcontractors, and it shall be the obligation of the Condominium Association and its members to enforce such guaranties.

Condominium Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties, by virtue of their occupancy of units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

F. No Condominium parcel owner shall bring, or have any right to bring any action for partition or division of the Condominium property.

G. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer

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shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members.

During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

DEVELOPER'S RIGHT TO SET MAINTENANCE STANDARDS

The Condominium created by this Declaration is part and parcel of PINE RIDGE SOUTH II CONDOMINIUM. Each owner of a condominium unit in this Condominium, by virtue of his acceptance of a warranty deed, acknowledges the necessity of maintaining the physical appearance and image of the entire PINE RIDGE SOUTH II CONDOMINIUM project as a quality residential community and additionally, that the success of the Developer in developing and selling the remaining portions of the project is closely related to the physical appearance and image of the completed portions of this project.

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Accordingly, the Developer for a period terminating on the 31st day of December, 1986, shall be empowered to adopt and promulgate from time to time reasonable minimum standards for maintenance of the physical appearance on the common elements of this Condominium. The standards established by the Developer shall be generally accepted standards relating particularly to exterior paint on buildings, landscaping, paving, trash and litter removal, and repair of exterior building surfaces. The minimum standard shall be applicable to the common elements of the Condominium and shall not be applicable to the interior of units.

The Developer shall have the right to inspect from time to time the common elements of the Condominium in order to determine whether the maintenance of same meet the minimum standards.

If the Developer shall find that the common elements of the Condominium are not being maintained in accordance with the minimum standards, the Developer shall thereafter submit a report to the Board of Directors of the Condominium Association. Within thirty (30) days of receipt of the report, the Condominium Association shall commence the maintenance work specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work shall be the responsibility of the Condominium Association and shall be a common expense of the Condominium.

Each unit owner in the Condominium and the Condominium Association does hereby authorize and vest in the Developer the following power should the Condominium Association fail or refuse to commence and complete the maintenance work

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required by the report of the Developer.

1. The Developer may let out for bid the work required, negotiate and accept bids and authorize contractors or subcontractors to enter upon the common elements of the Condominium for the purpose of performing the specified work in which case the Developer shall be acting as the agent for the Condominium Association and the unit owners and the entrance upon the common elements of those performing the work shall be a lawful entry and shall not be deemed a trespass. Developer shall have the right to pay the contractors or subcontractors performing the work and the Developer is authorized in its own name to record a lien against the Condominium among the Public Records of Palm Beach County, Florida, in the amount of the cost of said work that the Developer has expended, which lien shall be deemed a lien against the common elements and condominium units of the Condominium for which the work was performed, which lien shall remain in effect until such time as it is satisfied of record by the payment to the Developer of the monies expended by it together with the interest at the rate of fifteen (15%) per cent per annum from the date of the expenditure. The recording of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of the Developer. Each unit owner and the Condominium Association give and grant unto the Developer the power to foreclose its lien in the event that it remains unpaid and agree that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the Statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.

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2. Alternatively, upon receiving the bids of contractors and subcontractors for the maintenance work required to be done may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the Developer, the Developer shall then cause the work to be performed and to pay the contractors and sub-contractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and sub-contractors, Developer shall render to the Condominium Association a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be foreclosable in the same manner as that set forth in Paragraph 1 of this Article.

The opinion of the Developer shall be conclusive as to the nature of the work required to be done and the bids accepted by the Developer shall be conclusive as to price.

XII
ROADWAYS, SWALE DESIGN, GRADES,
MAINTENANCE, ETC.

(a) The survey and plot plan attached hereto as EXHIBIT "D" delineates roadways which will comprise a portion of the condominium property of this Condominium. Notwithstanding the fact that the roadways may comprise a portion of the condominium property of this Condominium, the said roadways shall be for the joint and common use of the residents of this Condominium.

Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

(b) The Developer's plan for the development of this Condominium and the PINE RIDGE SOUTH CONDOMINIUM Complex may require from time to time the execution of certain documents required by governmental bodies of Palm Beach County, Florida.

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To the extent that said documents require the joinder of any or all unit owners in this Condominium, each of said owners, by virtue of his acceptance of a warranty deed to his condominium Unit, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

(e) The swale design grades for the roads described herein shall be maintained by the Association as herein set forth in order to guarantee the efficiency of the drainage system.

XIII

MAINTENANCE RESPONSIBILITY

In the event the Condominium Association ceases to exist, the owners of the real property that constitutes this Condominium by virtue of their accepting a deed or other instrument of conveyance to their condominium parcel, agree to the creation of a Special Taxing District by Palm Beach County to cover the cost of the maintenance and operation of the street lights in the roads within said Condominium, and to cover such other costs as the County shall determine.

XIV

USE OF AND DEDICATION OF RECREATIONAL FACILITIES

The Developer agrees to dedicate (convey) the recreational facilities to the Association described in this Declaration of Condominium at a time in the future to be agreed upon by the Developer, the Association and certain institutional lenders having an interest in the Project, but no later than that point in time when seventy-five (75%) per cent of the total units in the entire project (a total not to exceed three hundred thirty-six (336) units) are conveyed to condominium ownership.

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Until such time as the dedication (conveyance) of the recreational facilities to the Association is completed all unit owners in the Condominium shall have the full right and privilege of using said recreational facilities.

XV

PHASE CONDOMINIUM

This is a phase condominium as described and provided for in Section 718.403, Florida Statutes. All anticipated phases, the impact which the completion of subsequent phases would have upon the initial phase and the time period within which each phase must be completed is as set forth hereinafter.

A. The land which may become part of the Condominium is described and set forth as Exhibit A attached hereto and by reference made a part hereof. The land on which each phase is to be built is likewise described on continuing Exhibits attached thereto and by reference made a part hereof.

B. The number and general size of units to be included in each phase is as follows:

(1) Phase 1: Phase 1 is to contain forty-eight (48) units. The general size of each unit is from 991 to 1115 square feet and the exact square footage for any given unit in Phase 1 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 1 is to be completed no later than February 28, 1984.

(2) Phase 2: Phase 2 is to contain forty-eight (48) units. The general size of each unit is from 788 to 1115 square feet; and the exact square footage for any given unit in Phase 2 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 2 is to be completed no later than March 31, 1984.

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(3) Phase 3. Phase 3 is to contain forty-eight (48) units. The general size of each unit is from 991 to 1115 square feet; and the exact square footage for any given unit in Phase 3 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 3 is to be completed no later than March 31, 1984.

(4) Phase 4: Phase 4 is to contain forty-eight (48) units. The general size of each unit is 1115 square feet; and the exact square footage for any given unit in Phase 4 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 4 is to be completed no later than April 30, 1984.

(5) Phase 5: Phase 5 is to contain forty-eight (48) units. The general size of each unit is from 991 to 1115 square feet; and the exact square footage for any given unit in Phase 5 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 5 is to be completed no later than May 31, 1984.

(6) Phase 6: Phase 6 is to contain forty-eight (48) units. The general size of each unit is from 788 square feet to 1115 square feet; and the exact square footage for any given unit in Phase 6 can be determined by reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 6 is to be completed no later than May 31, 1984.

(7) Phase 7: Phase 7 is to contain forty-eight (48) units. The general size of each unit is from 991 to 1115 square feet; and the exact reference to the plot plan and survey attached to and made a part of this Declaration of Condominium. Phase 7 is to be completed no later than May 31, 1984.

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The Developer, in its sole and absolute discretion, reserves the right to construct the various phases hereinabove described in such numerical and/or chronological order as Developer deems appropriate, it being the spirit and intention hereof that it shall not be necessary to develop same in absolute numerical and/or chronological sequence.

C. Each unit's percentage ownership in the Common Elements is set forth in Exhibit C, pages 3, 4, 5, 6, 7, 8 and 9, and is based upon a total of three hundred thirty-six (336) units being built. In the event a lesser number of units shall be built each unit's percentage ownership shall increase based upon each unit's square footage compared to the total square footage of all completed units in the Condominium.

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D. The recreation areas and facilities are used and shared by all unit owners in the Pine Ridge South II Condominium complex. No additional facilities or areas are planned by the Developer.

E. The membership vote in the Association attributable to each unit in each phase is as set forth in Paragraph IV of this Declaration. Ownership in the Association attributable to each unit in each phase is as set forth in Paragraph III of the Declaration. If any phase or phases are not developed and added as a part of the Condominium the impact thereof is as set forth in C., supra.

F. Anything in Paragraph V of this Declaration to the contrary notwithstanding, the Developer shall be entitled to amend this Declaration of Condominium so as to reflect the completion of units in the various phases hereinabove set forth and identified and the submission of said units to the Condominium form of ownership, all of the foregoing without the consent of unit owners and all record owners of liens.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name this 9th day of January, 1981.

Signed, sealed and delivered in the presence of:

John J. Reibout
Maguire E. Burtch

HOVNANIAN OF PALM BEACH, INC.

By: [Signature]
Kevork S. Hovnanian, President

ATTEST:

[Signature]
Frank S. Steinitz,
Assistant Secretary

(CORPORATE SEAL)

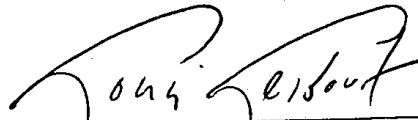


83442 P0878

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared KEVORK S. HOVNANIAN and FRANK J. STEINITZ, respectively President and Assistant Secretary of Hovnanian of Palm Beach, Inc., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal affixed thereto is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal in said County and State, this 9th day of January, 1981.



Notary Public, State of Florida
at Large

My Commission expires: Dec. 12, 1981



Not a certified copy

B3442 P0879

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-described Corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, this 9th day of January, 1981.

Signed, sealed and delivered in the presence of:

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

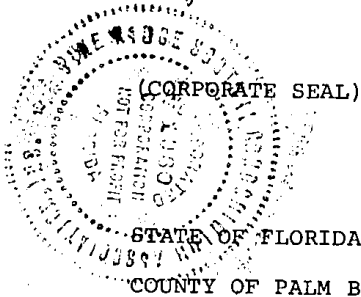
Tony Leibovitch

By: [Signature]
Kevork S. Hovnanian, President

Margie E. Becher

ATTEST:

[Signature]
Frank J. Steinitz, Secretary



a Certificate

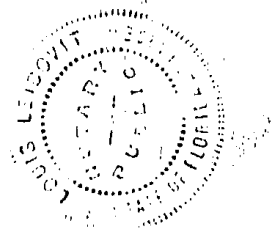
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

Before me, the undersigned authority, personally appeared KEVORK S. HOVNANIAN and FRANK J. STEINITZ, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Pine Ridge South II Condominium Association, Inc., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal affixed thereto is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that the said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, in said County and State, this 9th day of Jan., 1981.

Tony Leibovitch
Notary Public, State of Florida
at Large

My Commission expires: Dec. 12, 1981



B3442 P0880

PINE RIDGE SOUTH II CONDOMINIUM
LEGAL DESCRIPTION: BOUNDARY

A PORTION OF LAND LYING IN THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST; THENCE S 89°50'01" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID GOVERNMENT SECTION 26 A DISTANCE OF 912.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S 89°50'01" E A DISTANCE OF 868.28 FEET; THENCE S 00°43'30" W A DISTANCE OF 1302.81 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELALEUCA LANE (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE); THENCE N 89°51'58" W ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID MELALEUCA LANE A DISTANCE OF 867.41 FEET; THENCE N 00°41'11" E A DISTANCE OF 1303.30 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 25.96 ACRES MORE OR LESS.

EXCEPTING THEREFROM ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD AND, SUBJECT TO RESERVATIONS AND RIGHTS-OF-WAY IN FAVOR OF LAKE WORTH DRAINAGE DISTRICT.

EXHIBIT A
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83442 P0882

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE I
(BLDGS. 201, 202, 203, 204, 205 & 206)

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26,
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'11"W A DISTANCE OF 75.01 FEET; THENCE S 89°50'01"E A DISTANCE OF
868.23 FEET; THENCE S 00°43'30"W A DISTANCE OF 1047.95 FEET TO THE POINT OF BE-
GINNING; THENCE S 00°43'30"W A DISTANCE OF 165.86 FEET; THENCE N 89°51'58"W A
DISTANCE OF 452.78 FEET; THENCE N 00°07'17"E A DISTANCE OF 316.56 FEET; THENCE
S 89°52'43"E A DISTANCE OF 89.22 FEET; THENCE N 00°07'17"E A DISTANCE OF 122.84
FEET; THENCE N 76°58'24"E A DISTANCE OF 67.12 FEET; THENCE S 89°18'33"E A DISTANCE
OF 144.52 FEET; THENCE S 00°41'27"W A DISTANCE OF 285.87 FEET; THENCE S 89°18'33"E
A DISTANCE OF 163.88 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 3.43 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A
Page 2

B3442 P0883

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 2
(BLDGS. 207, 208, 209, 210, 211 & 212)

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26,
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'01"W A DISTANCE OF 75.01 FEET; THENCE S 89°50'01"E A DISTANCE OF
868.23 FEET; THENCE S 00°43'30"W A DISTANCE OF 446.43 FEET TO THE POINT OF BEGINNING;
THENCE S 00°43'30"W A DISTANCE OF 601.52 FEET; THENCE N 89°18'33"W A DISTANCE OF
163.28 FEET; THENCE N 00°41'27"E A DISTANCE OF 285.87 FEET; THENCE N 89°18'33"W
A DISTANCE OF 144.52 FEET; THENCE N 00°41'27"E A DISTANCE OF 56.88 FEET; THENCE
N 45°41'27"E A DISTANCE OF 38.28 FEET; THENCE N 44°18'33"W A DISTANCE OF 60.64
FEET; THENCE N 19°30'16"E A DISTANCE OF 85.43 FEET; THENCE S 44°18'33"E A DISTANCE
OF 10.00 FEET; THENCE S 89°18'33"E A DISTANCE OF 125.71 FEET; THENCE N 00°41'27"E
A DISTANCE OF 115.02 FEET; THENCE S 89°18'33"E A DISTANCE OF 163.64 FEET TO THE
POINT OF BEGINNING.

PARCEL CONTAINING 2.91 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A
Page 3

83442 P0884

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 3
(BLDGs. 213, 214, 215, 216, 217 & 218)

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26,
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'13"W A DISTANCE OF 75.01 FEET; THENCE S 89°50'01"E A DISTANCE OF
737.61 FEET TO THE POINT OF BEGINNING; THENCE S 89°50'01"E A DISTANCE OF 130.61
FEET; THENCE S 00°43'30"W A DISTANCE OF 446.43 FEET; THENCE N 89°18'33"W A DIS-
TANCE OF 163.64 FEET; THENCE S 00°41'27"W A DISTANCE OF 115.02 FEET; THENCE
N 89°18'33"W A DISTANCE OF 125.71 FEET; THENCE N 44°18'33"W A DISTANCE OF 65.00
FEET; THENCE N 45°41'27"E A DISTANCE OF 98.40 FEET; THENCE N 44°18'33"W A DISTANCE
OF 98.40 FEET; THENCE N 45°41'27"E A DISTANCE OF 85.04 FEET; THENCE N 44°18'33"W
A DISTANCE OF 65.07 FEET; THENCE N 00°09'31"E A DISTANCE OF 42.29 FEET; THENCE
N 89°50'29"W A DISTANCE OF 100.54 FEET; THENCE N 00°09'31"E A DISTANCE OF 52.50
FEET; THENCE S 89°50'29"E A DISTANCE OF 200.94 FEET TO A POINT OF CURVATURE;
THENCE 45.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57.50
FEET AND A CENTRAL ANGLE OF 44°50'29"; THENCE DEPARTING FROM SAID CURVE ON A
RADIAL LINE N 45°00'00"E A DISTANCE OF 74.83 FEET; THENCE N 00°00'00"E A DISTANCE
OF 136.10 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.95 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A
Page 4

83442 P0885

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 4
(BLDGS. 219, 220, 221, 222, 223 & 226)

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26,
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'11"W A DISTANCE OF 75.01 FEET TO THE POINT OF BEGINNING; THENCE
S 89°50'01"E A DISTANCE OF 737.61 FEET; THENCE S 00°00'00"W A DISTANCE OF 136.10
FEET; THENCE S 45°09'00"W A DISTANCE OF 74.83 FEET TO A POINT ON A CURVE; THENCE
NORTHWESTERLY 45.00 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 57.50 FEET,
A CENTRAL ANGLE OF 44°50'29", A CHORD LENGTH OF 43.86 FEET AND A CHORD BEARING
N 67°25'15"W TO A POINT OF TANGENCY; THENCE N 89°50'29"W A DISTANCE OF 200.94
FEET; THENCE S 00°09'33"W A DISTANCE OF 95.09 FEET; THENCE S 45°09'28"W A DISTANCE
OF 78.45 FEET; THENCE N 89°18'19"W A DISTANCE OF 102.83 FEET; THENCE N 00°52'31"E
A DISTANCE OF 149.62 FEET; THENCE N 89°50'29"W A DISTANCE OF 288.91 FEET; THENCE
N 00°41'11"E A DISTANCE OF 172.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 3.43 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

certified copy

B3442 P0886

EXHIBIT A
Page 5

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 5
(BLDGS. 224, 225, 228, 229, 230 & 231)

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26;
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'11"W A DISTANCE OF 247.54 FEET TO THE POINT OF BEGINNING; THENCE
S 89°50'29"E A DISTANCE OF 288.91 FEET; THENCE S 00°52'31"W A DISTANCE OF 450.12
FEET; THENCE N 89°07'29"W A DISTANCE OF 287.41 FEET; THENCE N 00°41'11"E A DIS-
TANCE OF 446.50 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.97 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

B3442 P0887

EXHIBIT A
Page 6

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 6
(BLDGS. 227, 232, 233, 234, 235 & 236)

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF PINERIDGE SOUTH-II ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 58 AND 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SAID PARCEL LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET; THENCE S 00°41'11"W A DISTANCE OF 694.04 FEET TO THE POINT OF BEGINNING; THENCE S 89°07'29"E A DISTANCE OF 287.41 FEET; THENCE N 00°52'31"E A DISTANCE OF 300.50 FEET; THENCE S 89°18'19"E A DISTANCE OF 102.83 FEET; THENCE S 43°24'26"E A DISTANCE OF 78.10 FEET; THENCE S 00°52'31"W A DISTANCE OF 28.03 FEET; THENCE S 46°35'34"W A DISTANCE OF 63.24 FEET; THENCE N 89°07'29"W A DISTANCE OF 59.59 FEET; THENCE S 00°52'31"W A DISTANCE OF 150.55 FEET; THENCE S 89°52'43"E A DISTANCE OF 42.12 FEET; THENCE S 44°30'06"E A DISTANCE OF 62.27 FEET; THENCE S 00°52'31"W A DISTANCE OF 27.81 FEET; THENCE S 45°29'54"W A DISTANCE OF 70.50 FEET; THENCE N 89°07'29"W A DISTANCE OF 89.41 FEET; THENCE S 00°52'31"W A DISTANCE OF 161.81 FEET; THENCE N 89°52'43"W A DISTANCE OF 154.26 FEET; THENCE S 00°07'17"W A DISTANCE OF 32.50 FEET; THENCE N 89°52'43"W A DISTANCE OF 110.00 FEET; THENCE N 00°07'17"E A DISTANCE OF 32.50 FEET; THENCE N 89°52'43"W A DISTANCE OF 22.31 FEET; THENCE N 00°41'11"E A DISTANCE OF 263.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.72 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A
Page 7

B3442 P0888

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: PHASE 7
(BLDGS. 237, 238, 239, 240, 241 & 242)

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF PINERIDGE SOUTH-II ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 58 AND 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SAID PARCEL LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET; THENCE S 00°41'11"W A DISTANCE OF 957.81 FEET TO THE POINT OF BEGINNING; THENCE S 89°52'43"E A DISTANCE OF 22.31 FEET; THENCE S 00°07'17"W A DISTANCE OF 32.50 FEET; THENCE S 89°52'43"E A DISTANCE OF 110.00 FEET; THENCE N 00°07'17"E A DISTANCE OF 32.50 FEET; THENCE S 89°52'43"E A DISTANCE OF 154.26 FEET; THENCE N 00°52'31"E A DISTANCE OF 17.50 FEET; THENCE S 89°52'43"E A DISTANCE OF 78.79 FEET; THENCE S 00°07'17"W A DISTANCE OF 32.50 FEET; THENCE S 89°52'43"E A DISTANCE OF 40.78 FEET; THENCE S 00°07'17"W A DISTANCE OF 316.56 FEET; THENCE N 89°51'58"W A DISTANCE OF 409.64 FEET; THENCE N 00°41'12"E A DISTANCE OF 331.49 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 3.04 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A

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83442 P0889

PINERIDGE SOUTH-II CONDOMINIUM
LEGAL DESCRIPTION: RECREATION PARCEL

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF PINERIDGE SOUTH-II ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 58 AND 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SAID PARCEL LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET; THENCE S 00°41'11"W A DISTANCE OF 75.01 FEET; THENCE S 89°50'01"E A DISTANCE OF 289.47 FEET; THENCE S 00°52'31"W A DISTANCE OF 721.60 FEET TO THE POINT OF BEGINNING; THENCE S 89°07'29"E A DISTANCE OF 89.41 FEET; THENCE N 45°29'54"E A DISTANCE OF 25.00 FEET; THENCE S 44°30'06"E A DISTANCE OF 106.00 FEET; THENCE N 76°58'24"E A DISTANCE OF 25.92 FEET; THENCE S 00°07'17"W A DISTANCE OF 122.84 FEET; THENCE N 89°52'43"W A DISTANCE OF 130.00 FEET; THENCE N 00°07'17"E A DISTANCE OF 32.50 FEET; THENCE N 89°52'43"W A DISTANCE OF 78.79 FEET; THENCE N 00°52'31"E A DISTANCE OF 143.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 0.71 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A
Page 9

B9442 P0890

PINERIDGE SOUTH-II: CONDOMINIUM
LEGAL DESCRIPTION: WATER MANAGEMENT AREA

A PORTION OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26,
TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-
QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01"E A DISTANCE OF 912.74 FEET;
THENCE S 00°41'10"W A DISTANCE OF 75.01 FEET; THENCE S 89°50'01"E A DISTANCE OF
289.47 FEET; THENCE S 00°52'31"W A DISTANCE OF 172.50 FEET; THENCE S 89°50'29"E
A DISTANCE OF 156.42 FEET; THENCE S 00°09'31"W A DISTANCE OF 52.50 FEET TO THE
POINT OF BEGINNING; THENCE S 89°50'29"E A DISTANCE OF 100.54 FEET; THENCE
S 00°09'31"W A DISTANCE OF 42.29 FEET; THENCE S 44°18'33"E A DISTANCE OF 65.07
FEET; THENCE S 45°41'27"W A DISTANCE OF 85.04 FEET; THENCE S 44°18'33"E A DISTANCE
OF 98.40 FEET; THENCE S 45°41'27"W A DISTANCE OF 98.40 FEET; THENCE S 44°18'33"E
A DISTANCE OF 55.00 FEET; THENCE S 19°30'16"W A DISTANCE OF 85.43 FEET; THENCE
S 44°18'33"E A DISTANCE OF 60.64 FEET; THENCE S 45°41'27"W A DISTANCE OF 38.28
FEET; THENCE S 00°41'27"W A DISTANCE OF 56.88 FEET; THENCE S 76°58'24"W A DISTANCE
OF 93.04 FEET; THENCE N 44°30'06"W A DISTANCE OF 106.00 FEET; THENCE N 45°29'54"E
A DISTANCE OF 45.50 FEET; THENCE N 00°52'31"E A DISTANCE OF 27.81 FEET; THENCE
N 44°30'06"W A DISTANCE OF 62.27 FEET; THENCE N 89°52'43"W A DISTANCE OF 42.12
FEET; THENCE N 00°52'31"E A DISTANCE OF 150.55 FEET; THENCE S 89°07'29"E A DISTANCE
OF 59.59 FEET; THENCE N 46°35'34"E A DISTANCE OF 63.24 FEET; THENCE N 00°52'31"E
A DISTANCE OF 28.03 FEET; THENCE N 43°24'26"W A DISTANCE OF 78.10 FEET; THENCE
N 45°09'28"E A DISTANCE OF 78.45 FEET; THENCE N 00°09'31"E A DISTANCE OF 42.60
FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.02 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

EXHIBIT A
Page 10

83442 P0891

EXHIBIT A (continued)

This being a Phase Condominium, the following table sets forth the units contained in each phase or contemplated phase:

1. Phase 1: Phase 1 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 201, 202, 203, 204, 205, 206. Condominium Unit Numbers A1; B1; C1; D1; A2; B2; C2; D2 in each building.

2. Phase 2: Phase 2 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 207, 208, 209, 210, 211, 212. Condominium Unit Numbers A1; B1; C1; D1; A2; B2; C2; D2 in each building.

3. Phase 3: Phase 3 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 213, 214, 215, 216, 217, 218. Condominium Unit Numbers A1; B1; C1; D1; A2; B2; C2; D2 in each building.

4. Phase 4: Phase 4 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 219, 220, 221, 222, 223, 226. Condominium Unit Numbers A1; B1; C1; D1; A2; B2; C2; D2 in each building.

5. Phase 5: Phase 5 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 224, 225, 228, 229, 230, 231. Condominium Unit Numbers A1; B1; C1; D1; A2, B2, C2, D2 in each building.

6. Phase 6: Phase 6 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 227, 232, 233, 234, 235, 236. Condominium Unit Numbers A1; B1; C1; D1; A2, B2, C2; D2 in each building.

7. Phase 7: Phase 7 is to contain forty-eight (48) units when constructed and condominium unit numbers are as follows:

Buildings 237, 238, 239, 240, 241, 242. Condominium Unit Numbers A1; B1; C1; D1; A2; B2; C2; D2 in each building.

B3442 P0892

EXHIBIT A

Page 11

ARTICLES OF INCORPORATION

OF

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Chapter 617 et seq., Florida Statutes, and hereby certify as follows:

ARTICLE I
NAME AND ADDRESS

The name of this corporation shall be PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. The business address of the Corporation shall be 3586 La Playas Court, Greenacres City, Florida 33463.

ARTICLE II
PURPOSE

The general purpose of this non-profit corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718 et seq.), for the operation of PINE RIDGE SOUTH II CONDOMINIUM, a Condominium, to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium (and additional condominiums as specifically authorized by Section 718.111, F.S.) and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto.

ARTICLE III
MEMBERS

All persons who are owners of Condominium Parcels within the said Condominium shall automatically be members

EXHIBIT B

This instrument was prepared by
LOUIS LEIBOVIT, Attorney,
350 Royal Palm Way Palm Beach, Fla. 33480.

83442 P0893

of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a Condominium parcel. Membership in this Corporation shall be limited to such Condominium parcel owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the By-Laws of this Association and the Declaration of Condominium that shall be filed among the Public Records of Palm Beach County, Florida.

ARTICLE IV
TERM

The term of the Corporation shall be perpetual.

ARTICLE V
SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Kevork S. Hovnanian	29 Ward Avenue Rumson, New Jersey
Frank J. Steinitz	666 Anchorage Drive North Palm Beach, Florida 33408
Robert A. Humphrey	4431 Slash Pine Trail Royal Palm Beach, Florida 33411

ARTICLE VI
DIRECTORS

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than five (5) nor more than the number specified by the By-Laws, and in the exact number of persons as specified in said By-Laws, and in the absence of such determination shall consist of five (5) Directors. Directors need not be members of the Association. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership as provided in the By-Laws. Provisions for such election, and provisions respecting the removal, dis-

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qualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal officers of the Corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time in the manner as set forth in the By-Laws adopted by the Corporation.

ARTICLE VII
OFFICERS

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

President	Kevork S. Hovnanian
Vice President/Secretary	Frank J. Steinitz
Treasurer	Robert A. Humphrey

ARTICLE VIII
BOARD OF DIRECTORS

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

<u>Name</u>	<u>Address</u>
Kevork S. Hovnanian	29 Ward Avenue Rumson, New Jersey
John A. Strama	27 Muncy Drive West Long Branch, New Jersey 07712
Frank J. Steinitz	666 Anchorage Drive North Palm Beach, Florida 33408
Robert A. Humphrey	4431 Slash Pine Trail Royal Palm Beach, Florida 33411
Margaret Flanagan	68 West Palm Beach Avenue Lake Worth, Florida 33463

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ARTICLE IX
BY-LAWS

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time any of the property described in ARTICLE II hereinabove has been submitted to the Condominium form of ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power and authority to amend, alter or rescind said By-Laws by a majority vote.

After any of the property described in ARTICLE II has been submitted to Condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified in accordance with the relevant provisions concerning amendment, alteration, supplementation or modification as may be contained in said By-Laws.

ARTICLE X
AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in ARTICLE IX, supra. Said amendment(s) shall be effective when a copy thereof, together with an attached Certificate of its approval by the Membership, sealed with the corporate seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI
POWERS

The Corporation shall have all of the powers set forth in Florida Statutes 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers

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granted to it by the Declaration of Condominium and Exhibits annexed thereto.

ARTICLE XII
DIVIDENDS, COMPENSATION AND STOCK

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future common expenses. The Corporation may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIII
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are in-

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curred, except in cases where the Director or Officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duty. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

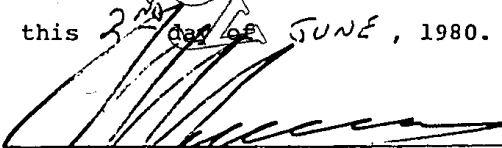
ARTICLE XIV
OPERATION OF ADDITIONAL CONDOMINIUMS

In addition to the operation and administration of the Condominium described in ARTICLE II hereof this Corporation may, in its discretion, operate additional condominiums, all as specifically authorized by Section 718.111, Florida Statutes. In such latter event all persons who are owners of condominium parcels within such additional condominiums shall automatically be members of this corporation, subject, however, to such restrictions upon voting, election of Directors and other provisions relating thereto as described and set forth in the By-Laws of this Association.

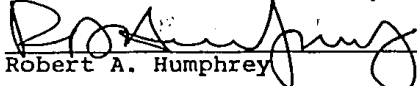
ARTICLE XV
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 350 Royal Palm Way, Palm Beach, Florida 33480, and the name of the initial registered agent of this Corporation at that address is Louis Leibovit.

IN WITNESS WHEREOF, the subscribers hereto have hereunto affixed their signatures, this 2nd day of JUNE, 1980.


Kevork S. Hovnanian (SEA)


Frank J. Sternitz (SEA)


Robert A. Humphrey (SEA)

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STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared KEVORK S. HOVNANIAN, FRANK J. STEINITZ and ROBERT A. HUMPHREY, who, after being by me duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Palm Beach, Florida, this *2nd* day of *June* 1980.

Emelyn Nelson

Notary Public, State of Florida
at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 22 1983
BONDED THRU GENERAL INS UNDERWRITERS

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EXHIBIT C

PINE RIDGE SOUTH II CONDOMINIUM

The CONDOMINIUM consists of CONDOMINIUM UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined.

A "CONDOMINIUM UNIT" or "UNIT", as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in this Exhibit C to this Declaration of Condominium, excluding, however, the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective CONDOMINIUM UNIT, or any interior bearing walls, pipes, wires, conduits, or other public utility lines running through said respective CONDOMINIUM UNITS, which are utilized for or serve more than one CONDOMINIUM UNIT, which items are designated as part of the COMMON ELEMENTS. Said owner, however, shall be deemed to own the walls and partitions which are contained in each owner's respective CONDOMINIUM UNIT, except for bearing walls as aforesaid, and also each owner shall own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

Units - Boundaries. Each unit shall include that part of the building containing the unit which lies within the boundary of the unit which boundaries are:

Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Unit Located on First Floor:

- (i) Upper Boundary. The horizontal plane of the undecorated finished ceiling.
- (ii) Lower Boundary. The horizontal plane of the undecorated finished floor.

(b) Unit Located on Second Floor:

- (i) Upper Boundary. The horizontal plane which is 8'1" above and parallel to the lower boundary of such unit.
- (ii) Lower Boundary. The horizontal plane of the undecorated finished floor.

Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

If any portion of a CONDOMINIUM UNIT or COMMON ELEMENT encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the COMMON ELEMENTS or CONDOMINIUM UNITS, as aforesaid due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereto shall exist.

"COMMON ELEMENTS", as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the CONDOMINIUM UNITS, as the same are hereinabove defined, and shall include easements through CONDOMINIUM UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to CONDOMINIUM UNITS and COMMON ELEMENTS and easements of support in every portion of a unit which contributes to the support of the improvements, an easement for the maintenance of the COMMON ELEMENTS, and

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shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such CONDOMINIUM UNITS.

"LIMITED COMMON ELEMENTS", as the term is used herein, shall mean and comprise that portion of the COMMON ELEMENTS consisting of the separate and designated porch balconies shown and graphically described in the Floor Plans identified as Exhibit 1 and as to each of said separate and designated porch balconies the right of exclusive use is reserved as an appurtenance to the particular CONDOMINIUM UNIT.

Each CONDOMINIUM UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said CONDOMINIUM UNIT shall own, as an appurtenance to the ownership of each said CONDOMINIUM UNIT, an undivided interest in the COMMON ELEMENTS, together with the same undivided interest in the COMMON SURPLUS, being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS assigned to each CONDOMINIUM UNIT shall not be changed except with the unanimous consent of all of the owners of the CONDOMINIUM UNITS.

All designated parking spaces shall be deemed, taken and construed to be "LIMITED COMMON ELEMENTS".

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH CONDOMINIUM UNIT

The undivided interest in COMMON ELEMENTS appurtenant to each CONDOMINIUM UNIT is that percentage of undivided interest which is set forth and assigned to each CONDOMINIUM UNIT as hereinafter set forth. Likewise, each CONDOMINIUM UNIT shall have appurtenant thereto an undivided interest in the LIMITED COMMON ELEMENTS in the same percentage as there is appurtenant thereto an undivided interest in the COMMON ELEMENTS, subject, however, to the exclusive right of use in LIMITED COMMON ELEMENTS which may be assigned as an appurtenance to a particular CONDOMINIUM UNIT.

The CONDOMINIUM may ultimately include, without limiting the generality thereof, forty-two (42) buildings, consisting of a total of three hundred thirty-six (336) units or apartments. The COMMON ELEMENTS include mail box area and other building service facilities.

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The CONDOMINIUM includes, without limiting the generality thereof, grounds and landscaping, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the COMMON ELEMENTS.

The CONDOMINIUM UNIT numbers, type of unit and each unit owner's percentage of undivided interest in the COMMON ELEMENTS is shown and reflected on the following schedule:

<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN-DIVIDED INTEREST IN COMMON ELEMENTS</u>
201	101-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
202	102-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
203	103-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
204	104-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
205	105-A1	2 Bedroom	.2738
	-B1	2 Bedroom	.2738
	-C1	2 Bedroom	.2738
	-D1	2 Bedroom	.2738
	-A2	2 Bedroom	.2738
	-B2	2 Bedroom	.2738
	-C2	2 Bedroom	.2738
	-D2	2 Bedroom	.2738
206	106-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082

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BUILDING	CONDOMINIUM UNIT NUMBER	TYPE UNIT	PERCENTAGE OF UN-DIVIDED INTEREST IN COMMON ELEMENTS
207	107-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
208	108-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
209	109-A1	2 Bedroom	.2178
	-B1	2 Bedroom	.2178
	-C1	2 Bedroom	.2178
	-D1	2 Bedroom	.2178
	-A2	1 Bedroom	.2178
	-B2	1 Bedroom	.2178
	-C2	1 Bedroom	.2178
	-D2	1 Bedroom	.2178
210	110-A1	1 Bedroom	.2178
	-B1	1 Bedroom	.2178
	-C1	1 Bedroom	.2178
	-D1	1 Bedroom	.2178
	-A2	1 Bedroom	.2178
	-B2	1 Bedroom	.2178
	-C2	1 Bedroom	.2178
	-D2	1 Bedroom	.2178
211	111-A1	1 Bedroom	.3082
	-B1	1 Bedroom	.3082
	-C1	1 Bedroom	.3082
	-D1	1 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
212	112-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
213	113-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082

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<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN- DIVIDED INTEREST IN COMMON ELEMENTS</u>
214	114-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
215	115-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
216	116-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
217	117-A1	2 Bedroom	.2738
	-B1	2 Bedroom	.2738
	-C1	2 Bedroom	.2738
	-D1	2 Bedroom	.2738
	-A2	1 Bedroom	.2738
	-B2	1 Bedroom	.2738
	-C2	1 Bedroom	.2738
	-D2	1 Bedroom	.2738
218	118-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
219	119-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
220	120-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082

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<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN- DIVIDED INTEREST IN COMMON ELEMENTS</u>
221	121-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
222	222-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
223	223-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
224	224-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
225	225-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
226	226-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082

EXHIBIT C

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<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN- DIVIDED INTEREST IN COMMON ELEMENTS</u>
227	127-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
228	128-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
229	129-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
230	130-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
231	131-A1	2 Bedroom	.2738
	-B1	2 Bedroom	.2738
	-C1	2 Bedroom	.2738
	-D1	2 Bedroom	.2738
	-A2	1 Bedroom	.2738
	-B2	1 Bedroom	.2738
	-C2	1 Bedroom	.2738
	-D2	1 Bedroom	.2738
232	132-A1	2 Bedroom	.2738
	-B1	2 Bedroom	.2738
	-C1	2 Bedroom	.2738
	-D1	2 Bedroom	.2738
	-A2	2 Bedroom	.2738
	-B2	2 Bedroom	.2738
	-C2	2 Bedroom	.2738
	-D2	2 Bedroom	.2738

EXHIBIT C

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<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN- DIVIDED INTEREST IN COMMON ELEMENTS</u>
233	133-A1	1 Bedroom	.2178
	-B1	1 Bedroom	.2178
	-C1	1 Bedroom	.2178
	-D1	1 Bedroom	.2178
	-A2	1 Bedroom	.2178
	-B2	1 Bedroom	.2178
	-C2	1 Bedroom	.2178
	-D2	1 Bedroom	.2178
234	134-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
235	135-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	1 Bedroom	.3082
	-D1	1 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	1 Bedroom	.3082
	-D2	1 Bedroom	.3082
236	136-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082
237	137-A1	2 Bedroom	.2738
	-B1	2 Bedroom	.2738
	-C1	2 Bedroom	.2738
	-D1	2 Bedroom	.2738
	-A2	2 Bedroom	.2738
	-B2	2 Bedroom	.2738
	-C2	2 Bedroom	.2738
	-D2	2 Bedroom	.2738
238	138-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
	-D2	2 Bedroom	.3082

EXHIBIT C

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<u>BUILDING</u>	<u>CONDOMINIUM UNIT NUMBER</u>	<u>TYPE UNIT</u>	<u>PERCENTAGE OF UN- DIVIDED INTEREST IN COMMON ELEMENTS</u>
239	139-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	1 Bedroom	.3082
	-B2	1 Bedroom	.3082
	-C2	1 Bedroom	.3082
240	140-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
241	141-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082
242	142-A1	2 Bedroom	.3082
	-B1	2 Bedroom	.3082
	-C1	2 Bedroom	.3082
	-D1	2 Bedroom	.3082
	-A2	2 Bedroom	.3082
	-B2	2 Bedroom	.3082
	-C2	2 Bedroom	.3082

This is Not a Certified Copy

83442 P0908

EXHIBIT C (continued)

In the event all seven Phases of the Condominium are not built each Unit's percentage of undivided interest in the Common Elements shall be proportionally increased in accordance with the following table:

I. If Phase I only is completed (48 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 2000	991	1.8866
Series 3000	1115	2.1226

II. If Phases I and II only are completed (96 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 1000	788	.7816
Series 2000	991	.9829
Series 3000	1115	1.1059

III. If Phases I, II and III only are completed (144 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 1000	788	.5138
Series 2000	991	.6462
Series 3000	1115	.7271

IV. If Phases I, II, III and IV only are completed (192 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 1000	788	.3800
Series 2000	991	.4700
Series 3000	1115	.5400

V. If Phases I, II, III, IV and V only are completed (240 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 1000	788	.3037
Series 2000	991	.3820
Series 3000	1115	.4298

VI. If Phases I, II, III, IV, V and VI only are completed (288 Units):

<u>Model Type</u>	<u>Square Footage</u>	<u>Percentage of Un-divided interest in Common Elements</u>
Series 1000	788	.2547
Series 2000	991	.3203
Series 3000	1115	.3604

EXHIBIT C

Page 10

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EXHIBIT C (continued)

VII. If Phases I, II, III, IV, V, VI and VII are completed (336 Units), then the percentage of undivided interest in Common Elements will be as set forth in Exhibit C. pages

SPECIAL MEMORANDUM REGARDING NUMBER OF
BEDROOMS AND BATHROOMS

The above units contain the following number of bedrooms and bathrooms as hereinafter set forth:

<u>Model Type</u>	<u>Square Footage</u>	
Series 1000	788	1 Bedroom and 1 Bath
Series 2000	991	1 Bedroom and 1 Bath or 2 Bedrooms & 1 Bath
Series 3000	1115	Can convert to either 1 or 2 Bedrooms and either 1, 1½ or 2 Baths

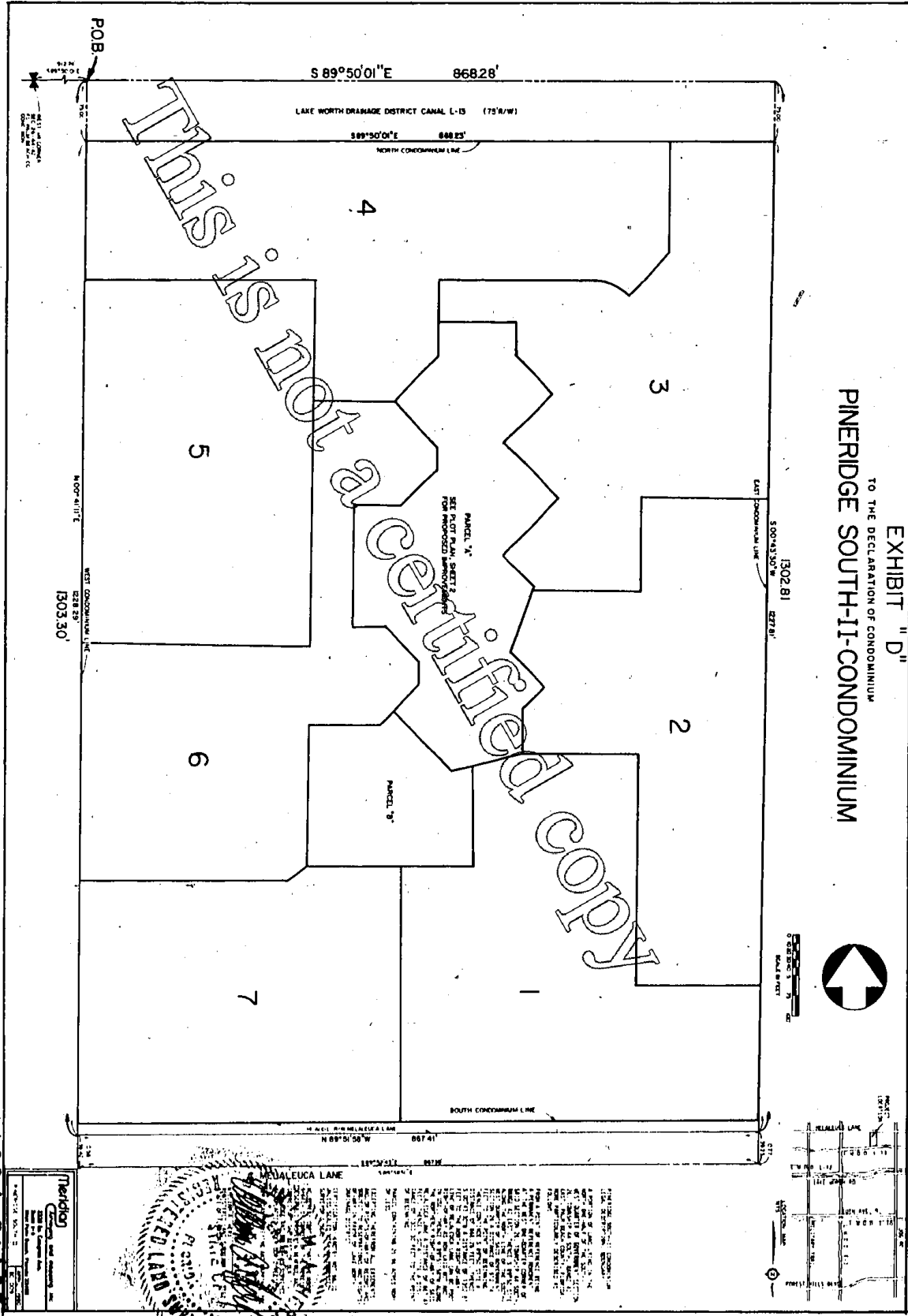
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B3442 P0910

EXHIBIT C

Page 11

EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM
 PINERIDGE SOUTH-II-CONDOMINIUM



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11602 P0D 24168

Mending
 Surveying and Mapping, Inc.
 11000 N. 10th Street, Suite 200
 Phoenix, AZ 85020
 (602) 998-8888



EXHIBIT D
 Page 1

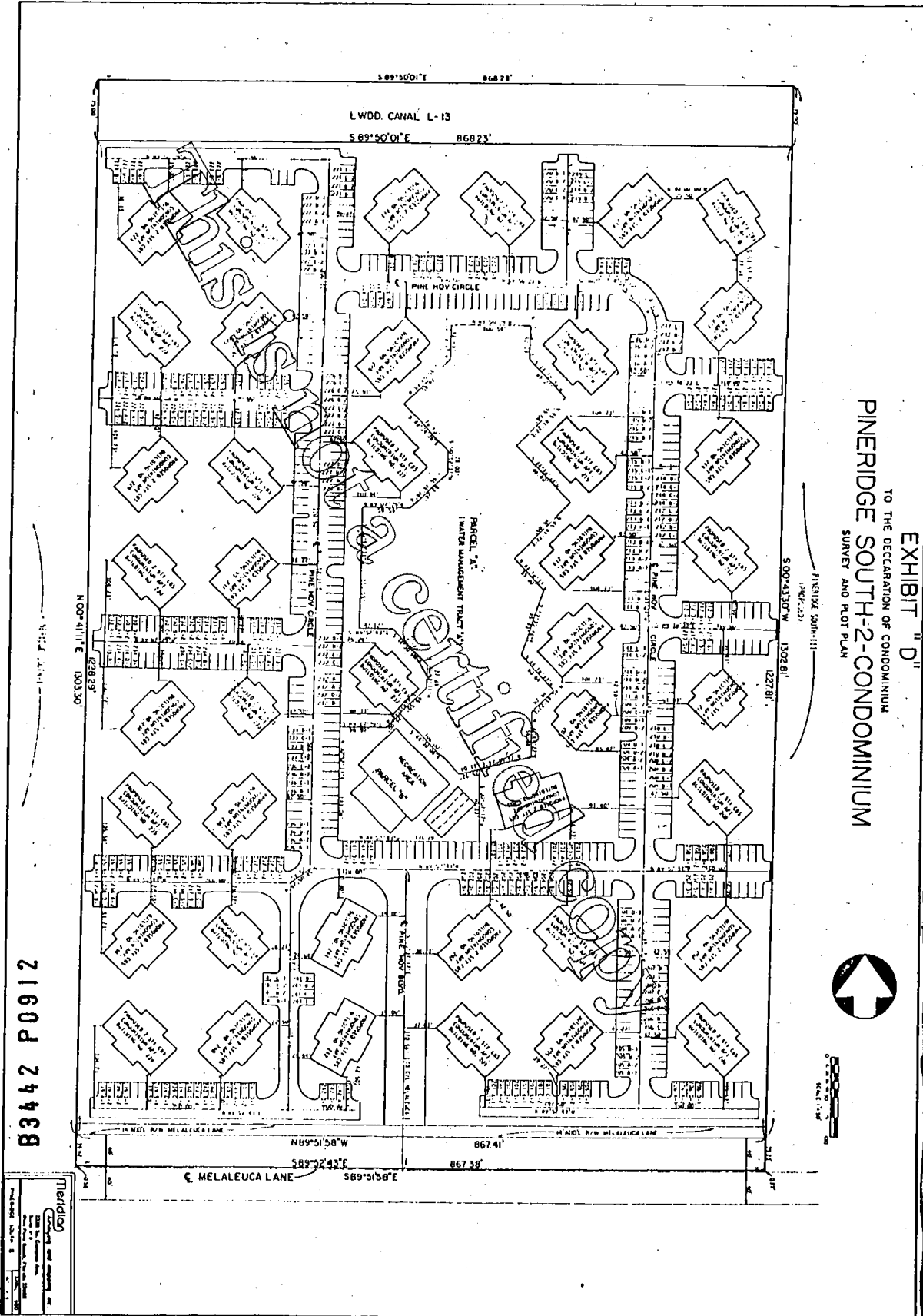


EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM
 PINERIDGE SOUTH-2-CONDOMINIUM
 SURVEY AND PLOT PLAN

B3442 P0912

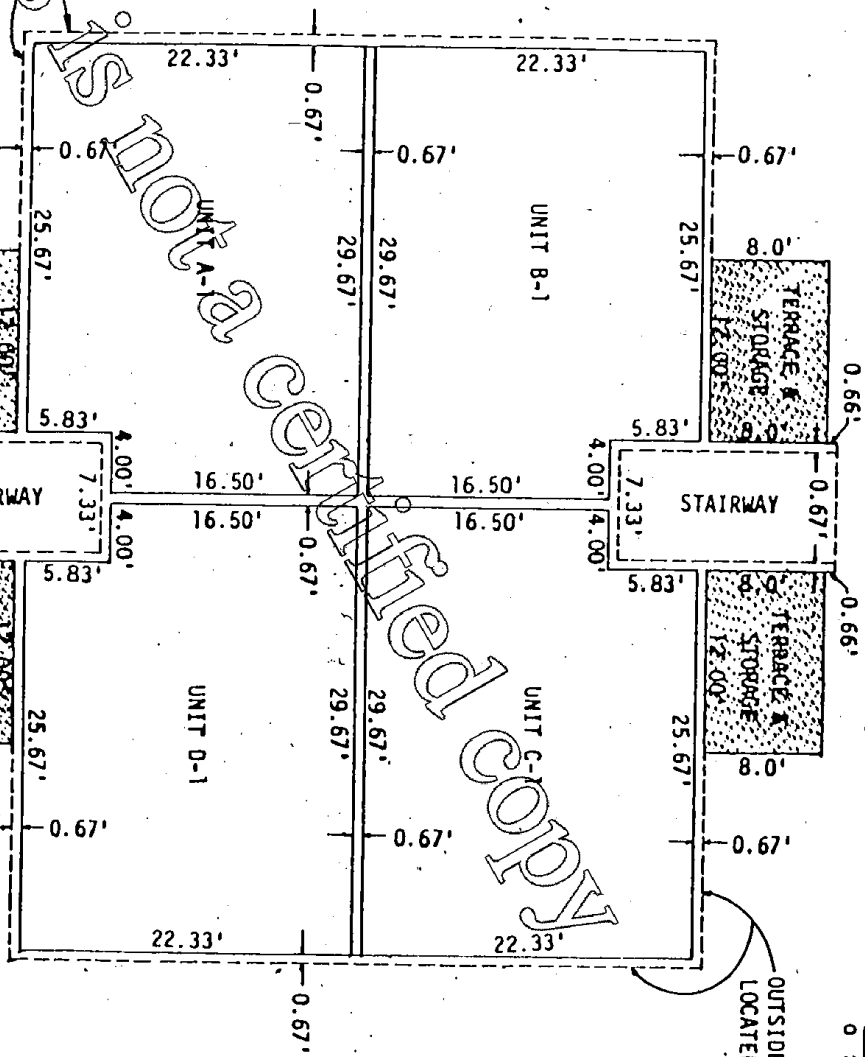
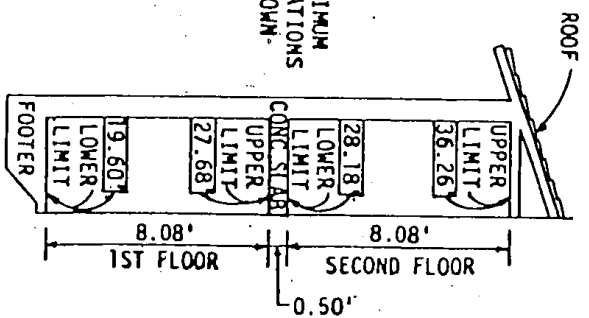
Cordis
 11000 West 11th Avenue
 Suite 100
 Denver, CO 80233
 Phone: (303) 750-1100
 Fax: (303) 750-1101
 Website: www.cordis.com

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT D
 Page 2

THE SKETCH AS SHOWN DEPICTS THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

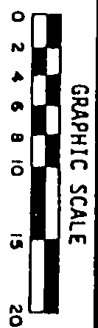
PHASE II - VI
 209 233
 210



0.00'
 DENOTES PARIMETRICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT P



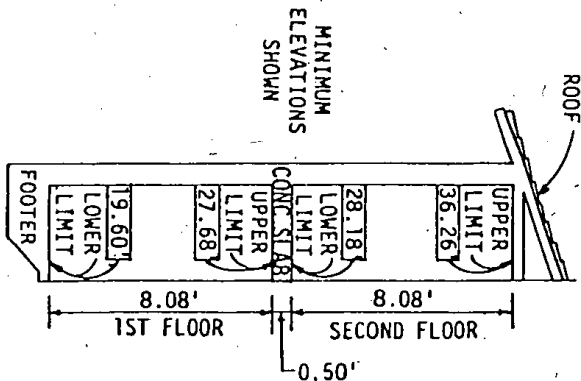
B3442 P0913

Meridian
 Surveying and Mapping Inc.
 PINERIDGE SOUTH - 11
 SERIES 1000
 2278 So. Congress Ave. West Palm Beach, FL 33409
 Suite 2-10 308-987-5400

THE SKETCH AS SHOWN DEPICTS THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

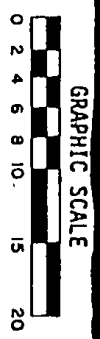
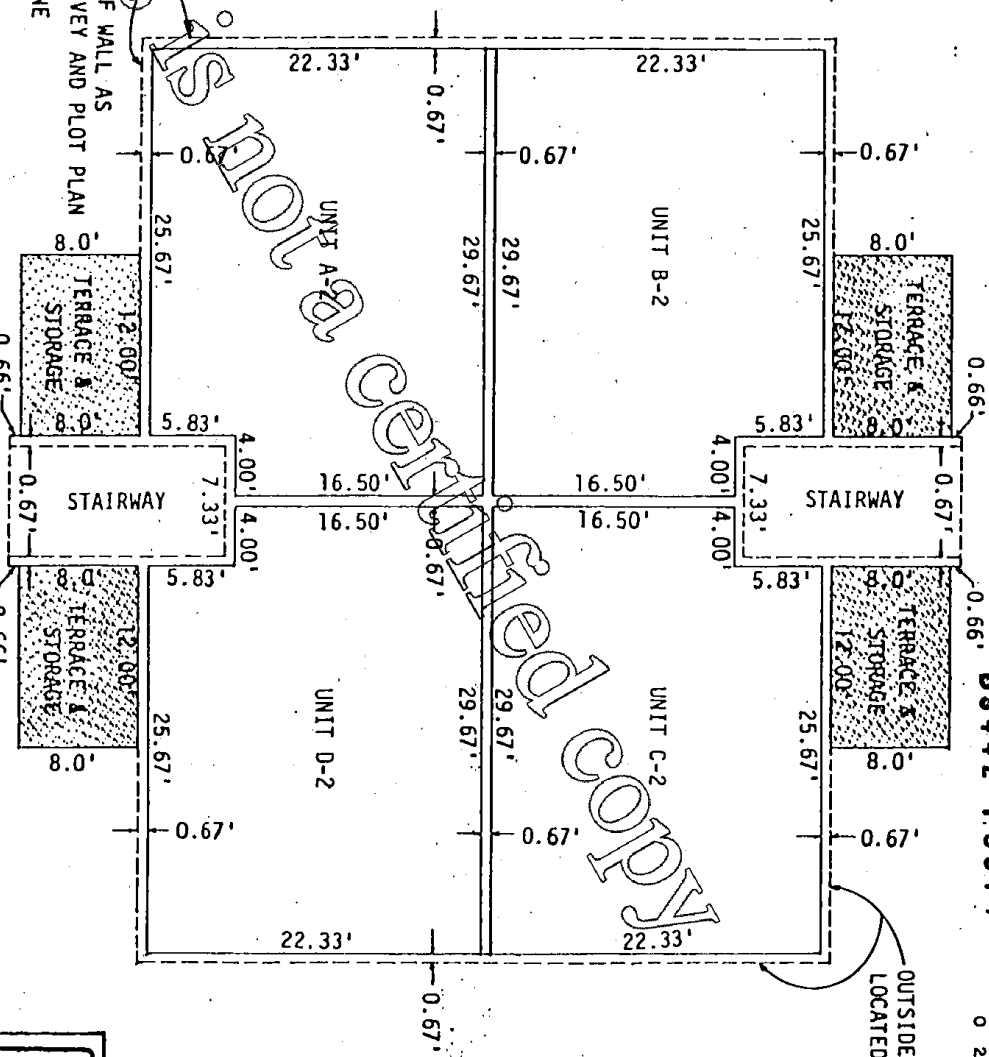
PHASE II VI
209 233
210

BUILDING



0.00'
DENOTES PARIMETRICAL BOUNDARY LINE
DENOTES LIMITED COMMON ELEMENT
DENOTES COMMON ELEMENT WALL LINE
DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

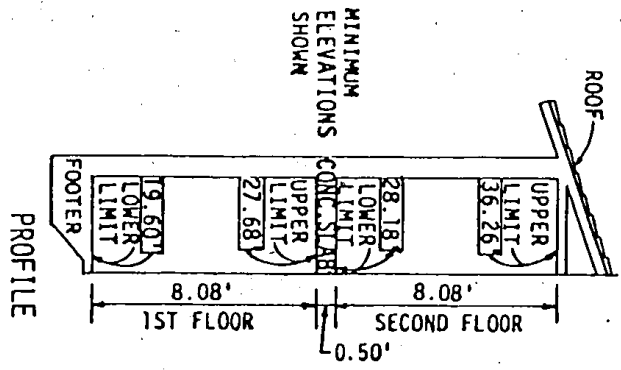


B3442 P0914

Meridian
Surveying and Mapping Inc.
PINDERIDGE SOUTH - II
SERIES 1000
3328 So. Congress Ave. West Palm Beach, FL 33406
Suite 2-0 306-947-5600

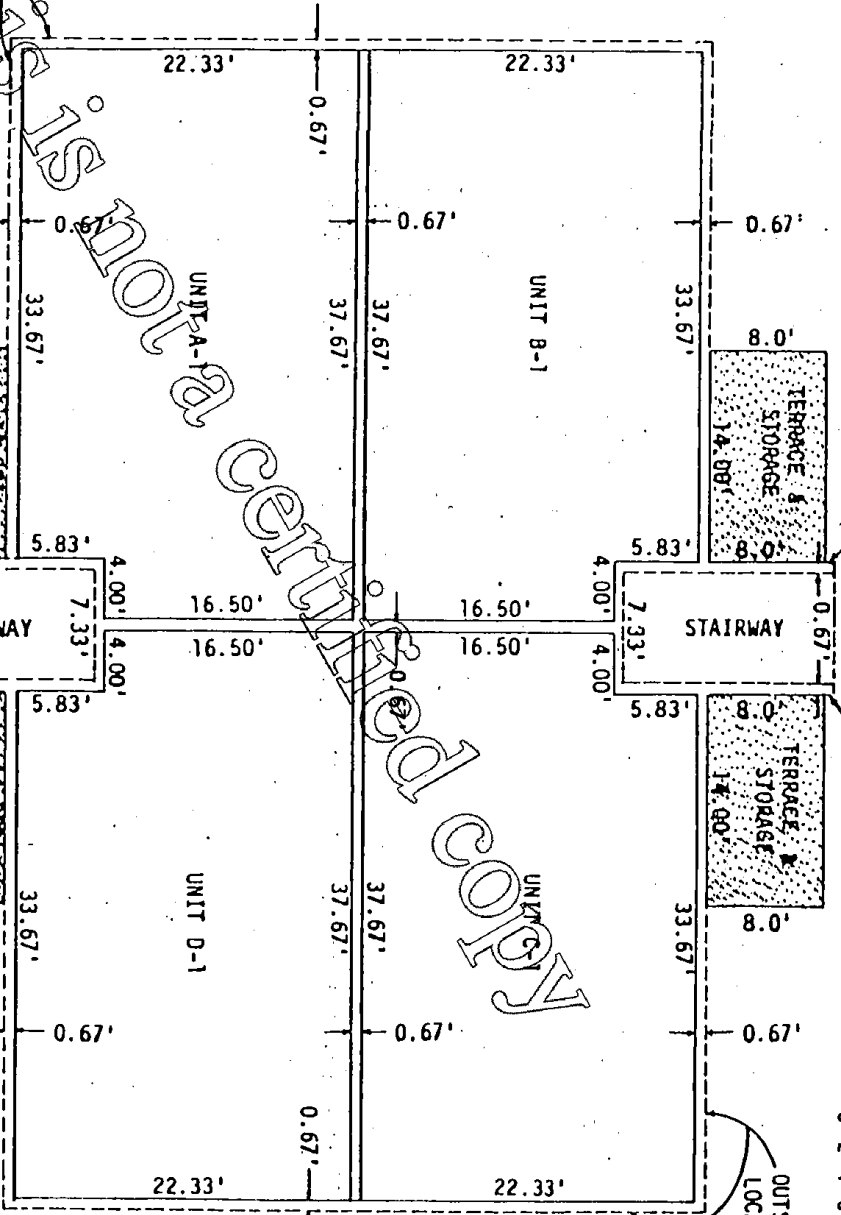
THE SKETCH AS SHOWN DEPICTS THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

PHASE	I	III	V	VI	VII
BUILDING	205	217	231	232	237



--- DENOTES PARIMETRICAL BOUNDARY LINE
 --- DENOTES LIMITED COMMON ELEMENT
 --- DENOTES COMMON ELEMENT WALL LINE
 --- DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

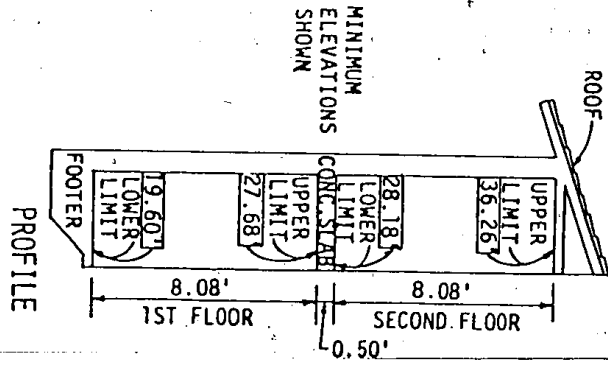


OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

Meridian
 Surveying and Mapping Inc.
 PINERIDGE SOUTH - 11
 SERIES 2000
 2328 So. Cypress Ave. West Palm Beach, FL 33406
 Suite 2-0 305-947-6400

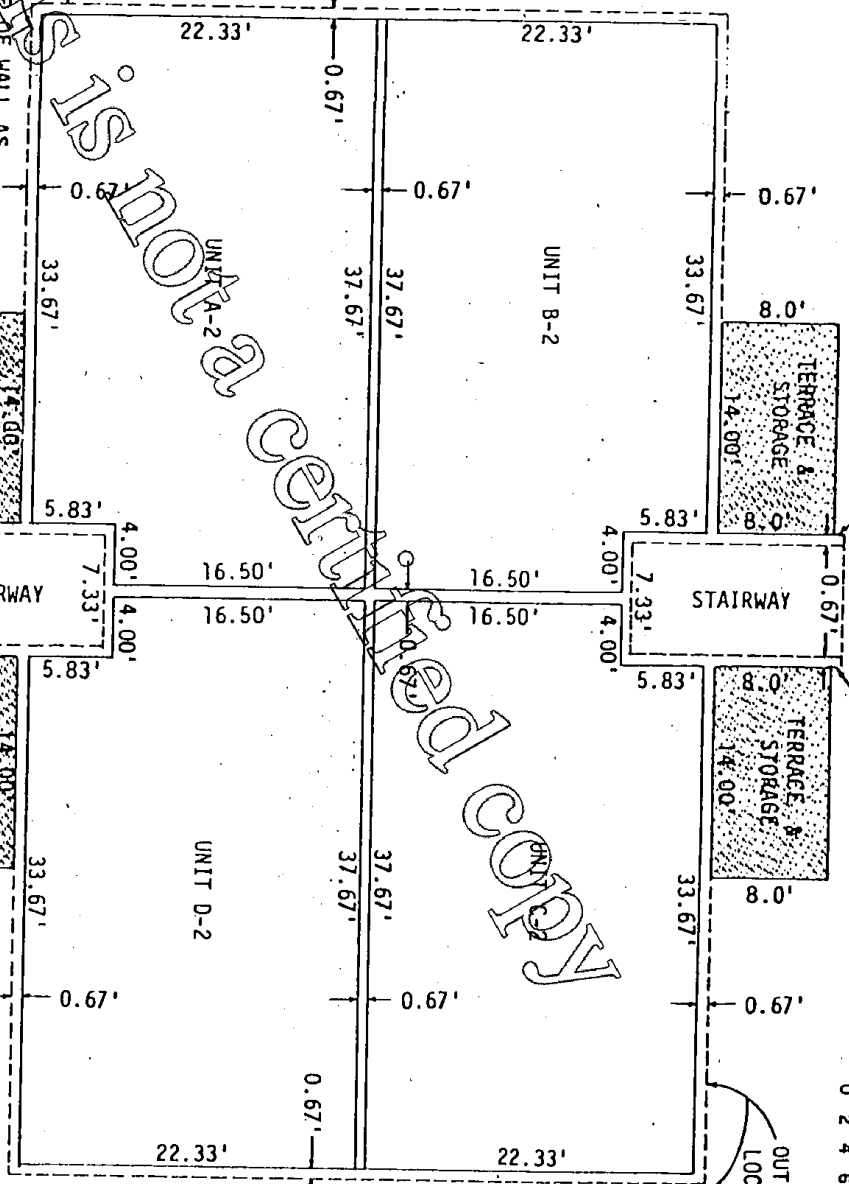
THE SKETCH AS SHOWN DEPICTS THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

PHASE	I	III	V	VI	VII
BUILDING	205	217	231	232	237



DENOTES PARIMETRICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
 NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.



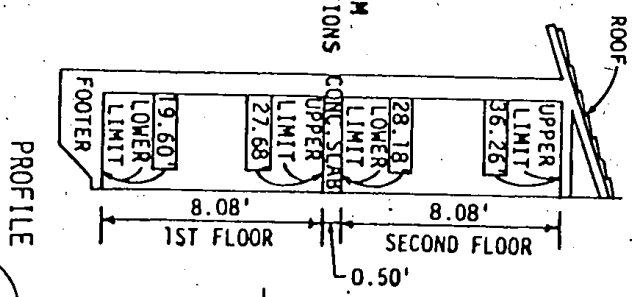
B9442 P0916

OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

Meridian
 Surveying and mapping inc.
 PINERIDGE SOUTH - II
 SERIES 2000
 2326 So. Congress Ave. West Palm Beach, Fl. 33406
 Suite 2-D 308-967-6600

THIS SECTION AS SHOWN PERTAINS TO THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

BUILDING	PHASE	I	II	III	IV	V	VI	VII
201	207	213	219	224	227	238		
202	208	214	220	225	234	239		
203	211	215	221	228	235	240		
204	212	216	222	229	236	241		
206		218	223	230	242			



MINIMUM ELEVATIONS SHOWN

UPPER LIMIT 36.26'

LOWER LIMIT 28.18'

UPPER LIMIT 27.68'

LOWER LIMIT 19.60'

FOOTER

8.08' 1ST FLOOR

8.08' SECOND FLOOR

0.50'

PROFILE

OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

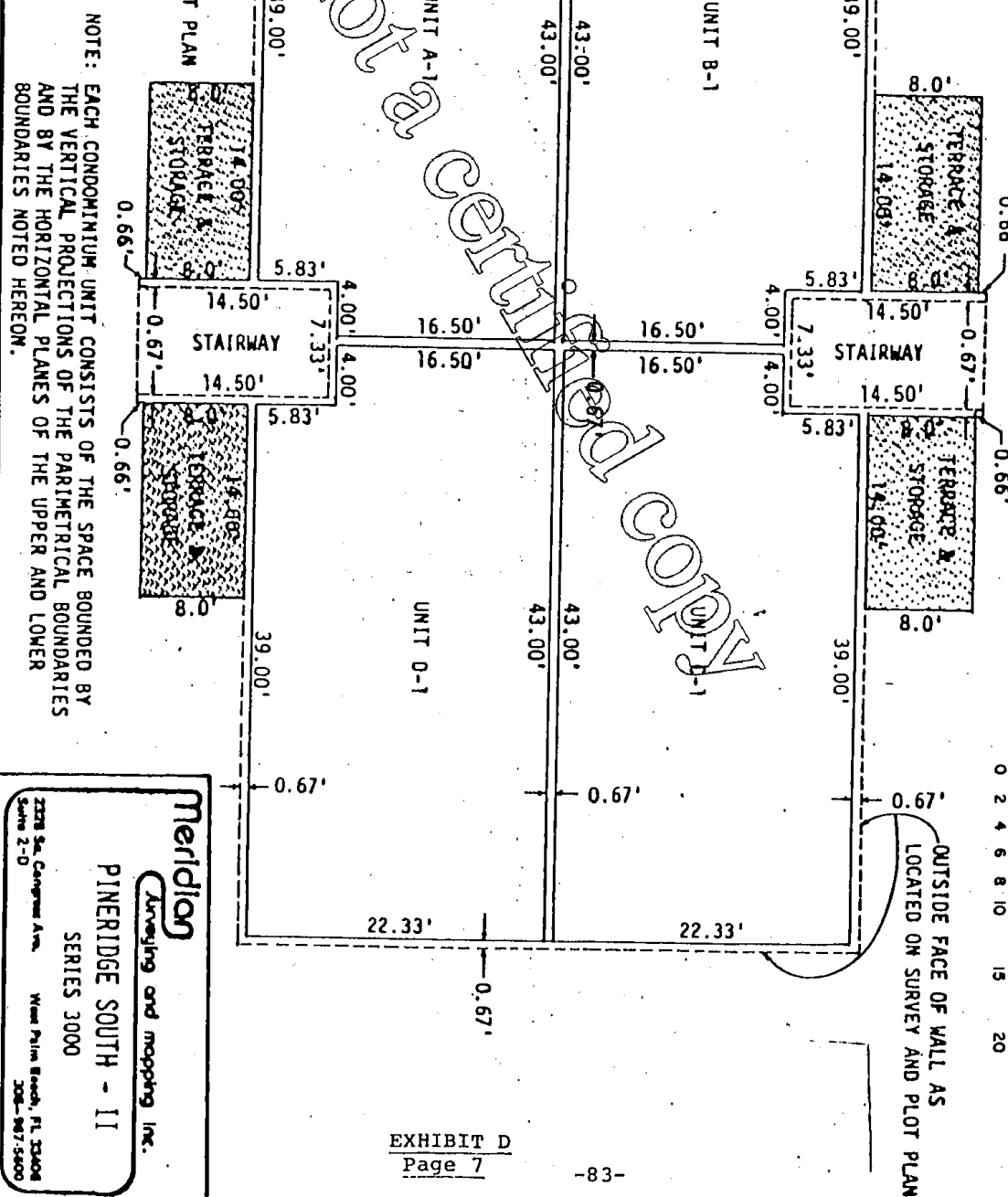
CONCRETE BOUNDARY LINE

DENOTES LIMITED COMMON ELEMENT

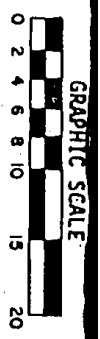
DENOTES COMMON ELEMENT

DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')

NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED



B9412 P0917



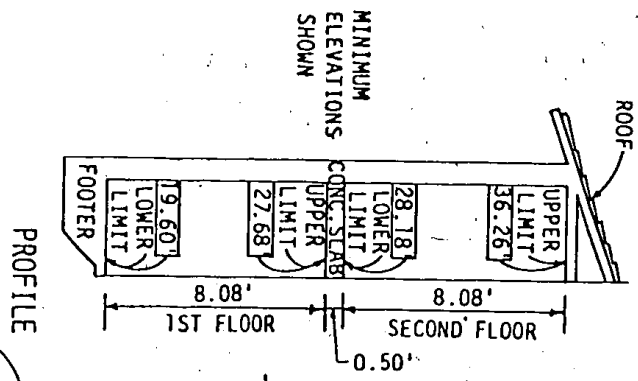
Meridian
Surveying and Mapping Inc.

PINERIDGE SOUTH - II
SERIES 3000

2278 So. Congress Ave. West Palm Beach, FL 33406
June 2-0 308-587-5400

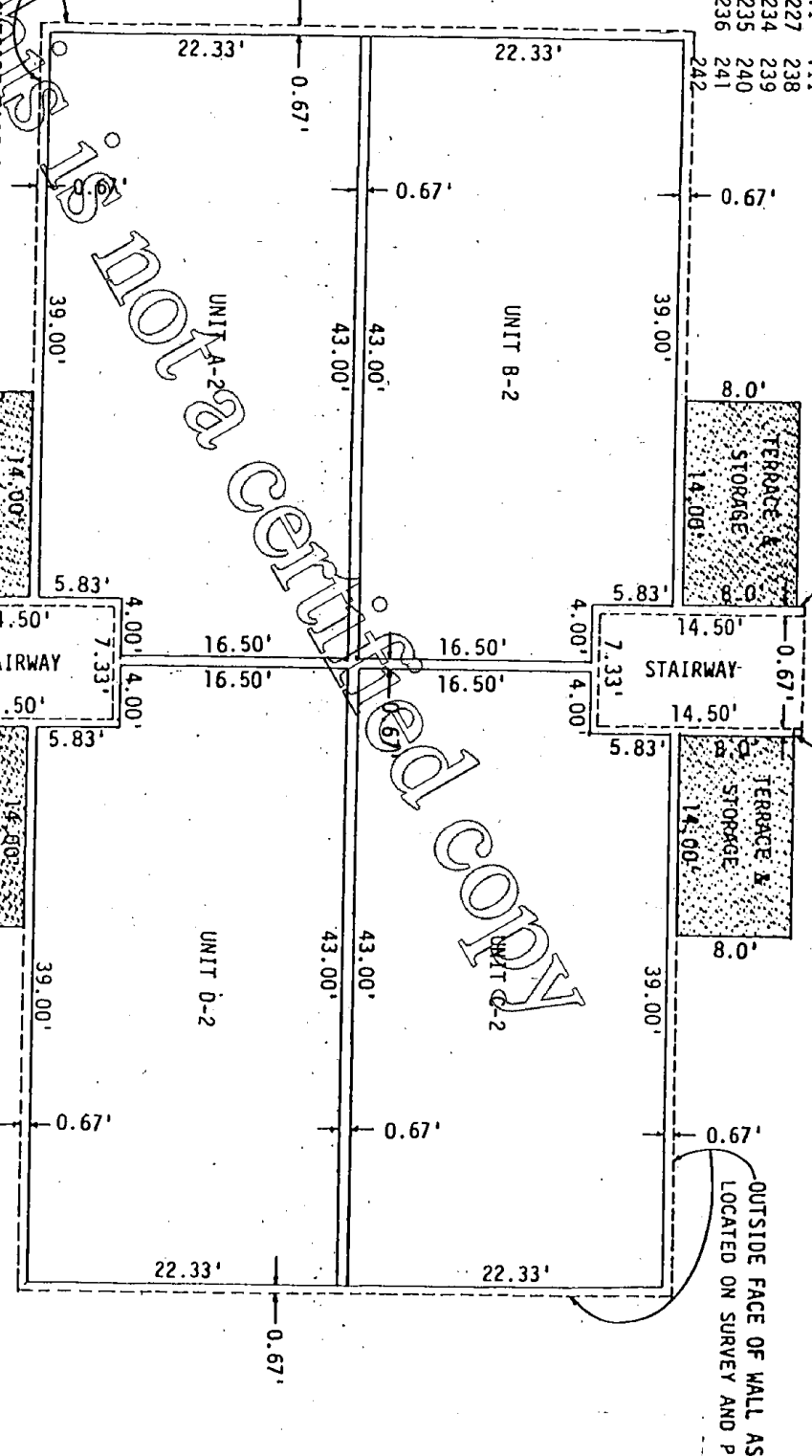
THE SKETCH AS SHOWN DEPICTS THE BUILDING AND UNIT SIZES WHICH WILL BE USED FOR THE FOLLOWING BUILDING NUMBERS AS SHOWN ON THE SURVEY AND PLOT PLAN.

BUILDING	PHASE	I	II	III	IV	V	VI	VII
201	207	213	219	224	227	238		
202	208	214	220	225	234	239		
203	211	215	221	228	235	240		
204	212	216	222	229	236	241		
206		218	223	230	242			

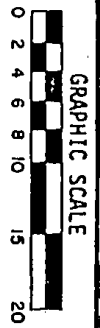


0.00' DENOTES PARIMETRICAL BOUNDARY LINE
 0.00' DENOTES LIMITED COMMON ELEMENT
 0.00' DENOTES COMMON ELEMENT WALL LINE
 0.00' DENOTES PROPOSED RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
 NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.



B9442 P0918



Meridian
 Surveying and Mapping Inc.
 PINERIDGE SOUTH - 11
 SERIES 3000
 3328 So. Congress Ave. West Palm Beach, FL 33406
 Suite 2-10 306-947-5600

Meridian

2328 So. Congress Ave.
Suite A
West Palm Beach, Florida 33406
(305) 987-5600

Surveying and mapping inc.

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM OF
PINERIDGE SOUTH-II CONDOMINIUM

PHASE 1
RE: BUILDINGS 201, 202, 203, 204, 205 & 206
PINERIDGE SOUTH-II CONDOMINIUM

SURVEYORS CERTIFICATE

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF PHASE 1, BUILDINGS 201, 202, 203, 204, 205 AND 206, PINERIDGE SOUTH-II CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS TOGETHER WITH THE PROVISIONS OF THE AMENDED DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

William A. Herk
WILLIAM A. HERK
FLORIDA REGISTERED LAND SURVEYOR
CERTIFICATE NO. 3182

23 *DECEMBER 80*
DATE

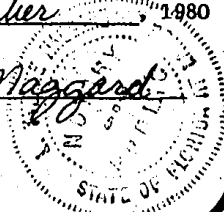
BEFORE ME PERSONALLY APPEARED WILLIAM A. HERK, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS *23rd* DAY OF *December*, 1980

MY COMMISSION EXPIRES:

June 10, 1984

L. Florence Maggard
NOTARY PUBLIC

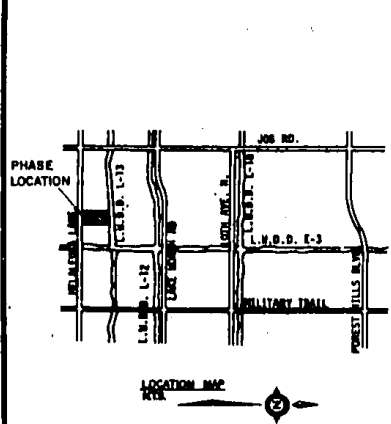
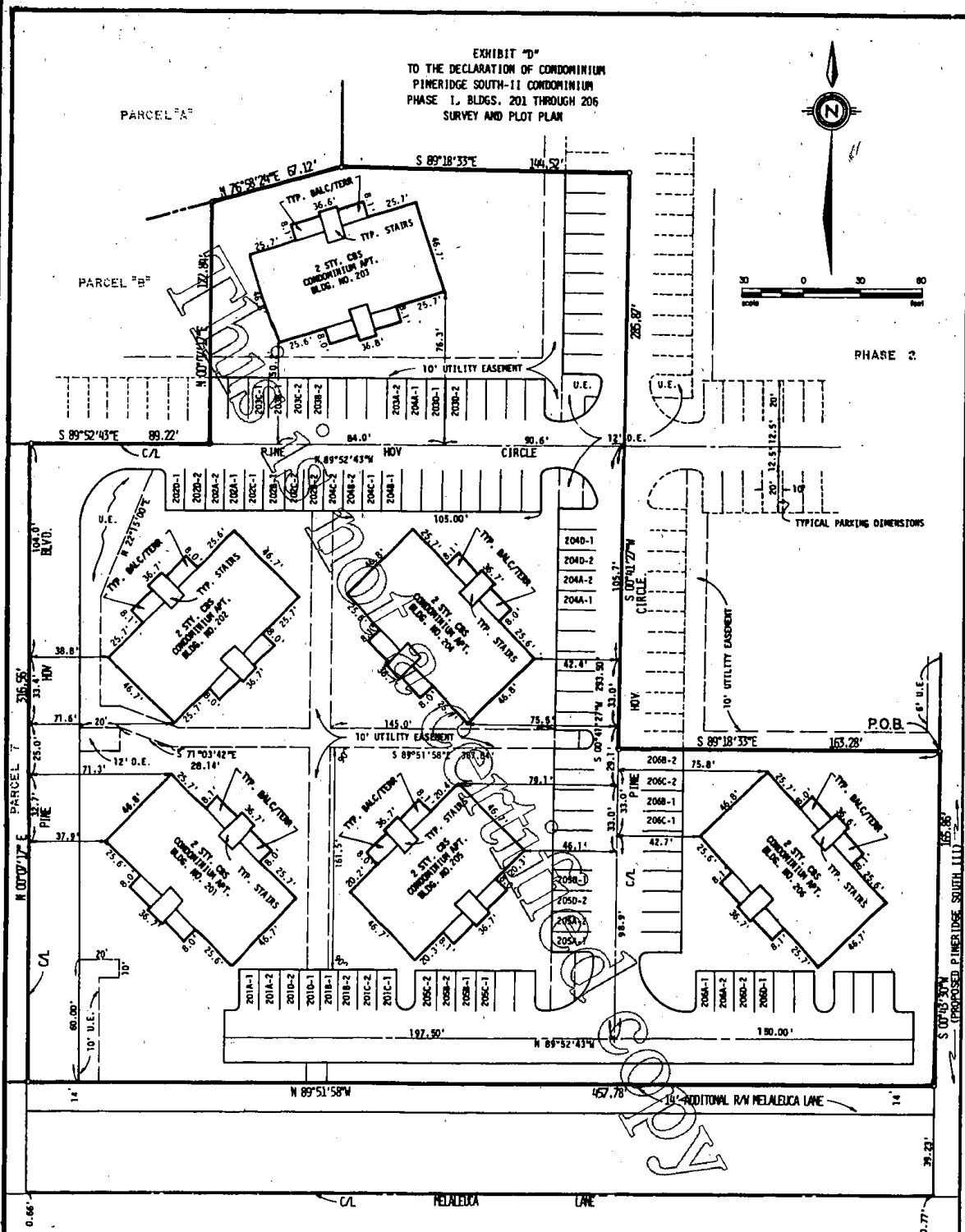
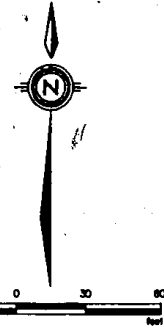


SHEET 1 OF 14

EXHIBIT D
Page 9

B3442 P0919

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM
PINERIDGE SOUTH-11 CONDOMINIUM
PHASE 1, BLDGS. 201 THROUGH 206
SURVEY AND PLOT PLAN



PREPARED FOR AND CERTIFIED TO
HOMANIAN FLORIDA, INC.

CERTIFICATION: (NOT VALID UNLESS SEALED WITH AN IMPOSSIBLE SURVEYOR'S SEAL)
WE HEREBY CERTIFY THAT THE SURVEY OF THE ABOVE DESCRIBED PARCEL WAS MADE AND CONDUCTED TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYOR ADHERING UNDER OUR DIRECTION.

DATE: 11/19/14
STATE OF FLORIDA
20F 14

PINERIDGE SOUTH-11 CONDOMINIUM
LEGAL DESCRIPTION: PHASE 1
(BLDG'S. 201, 202, 203, 204, 205 & 206)

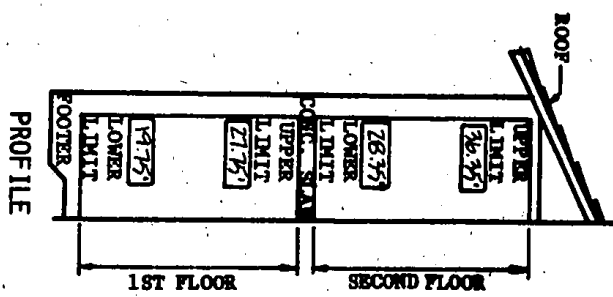
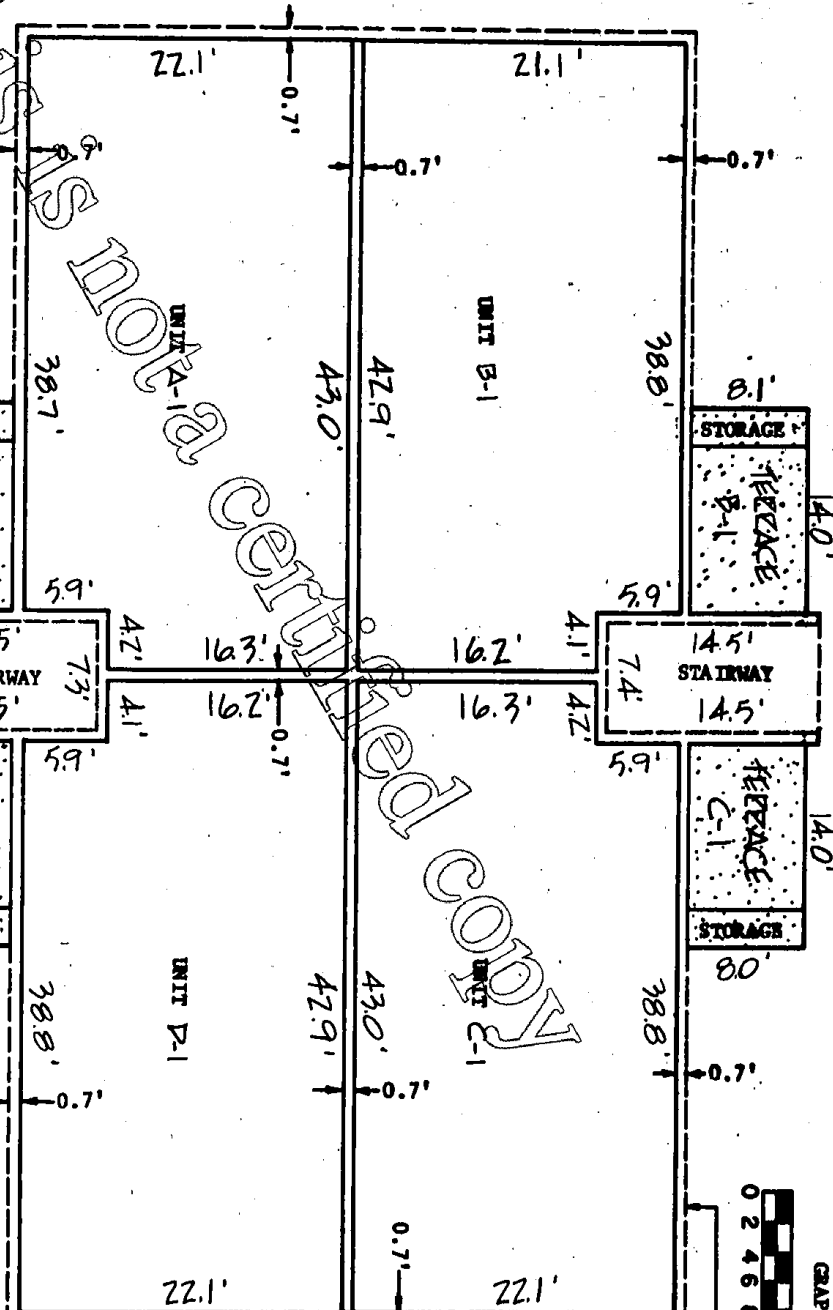
A PARCEL OF LAND BEING A PORTION OF THE PLAT OF PINERIDGE SOUTH-11 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGES 50 AND 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SAID PARCEL LYING IN THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:





FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26; THENCE S 89°50'01\"/>

PARCEL CONTAINING 3.43 ACRES MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

B3442 P0920

B3442 P0921



 DENOTES PARIMETRICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL-0.00')
 NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

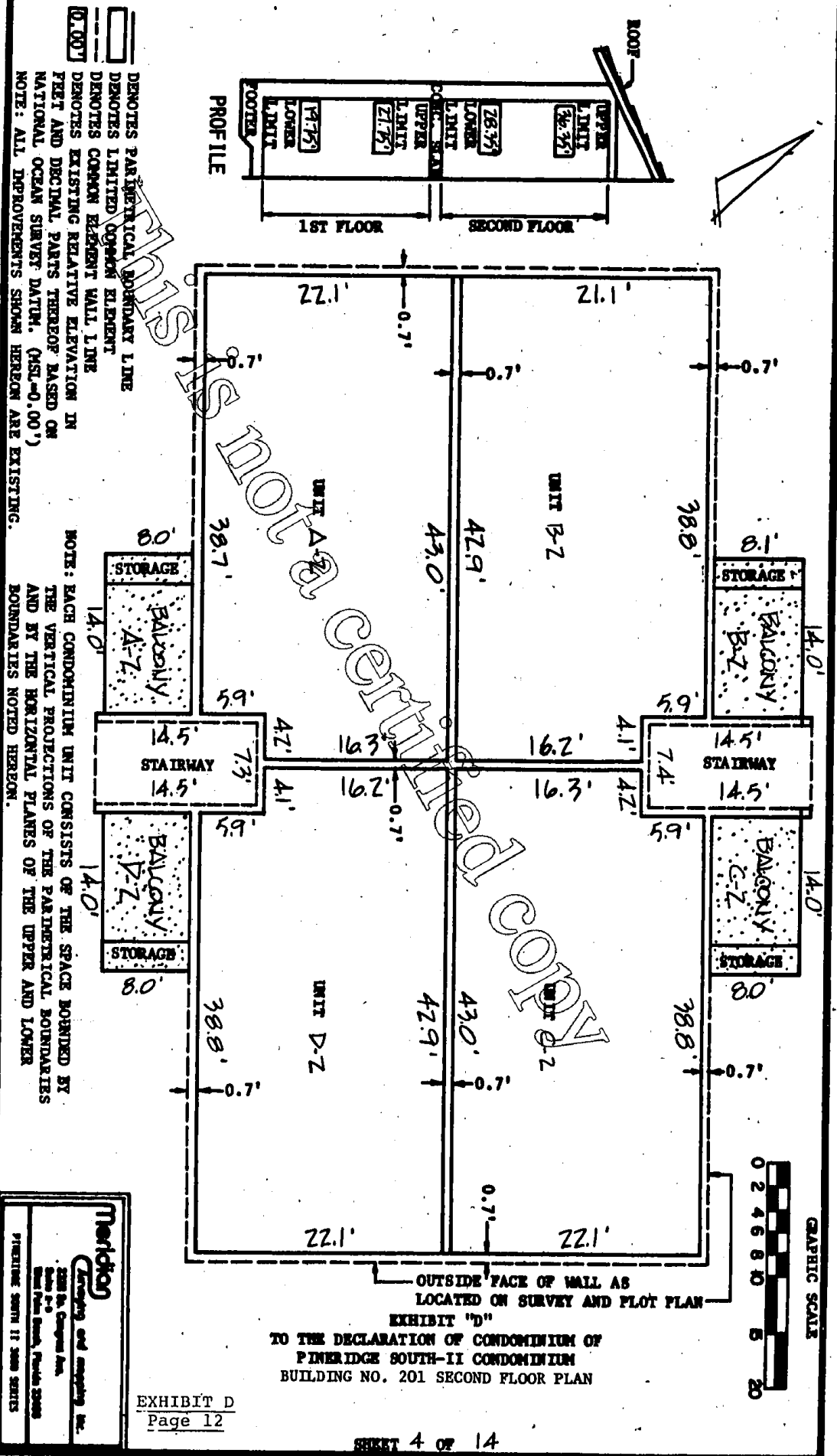
OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM OF
PINERIDGE SOUTH-II CONDOMINIUM
BUILDING NO. 201 FIRST FLOOR PLAN

EXHIBIT D
Page 11

SHEET 3 OF 14

Meridian
 Surveying and Mapping, Inc.
 2205 W. Century Ave.
 Suite 2-10
 West Palm Beach, Florida 33409
 PHONE: 561-833-1100
 FINDERIDGE SOUTH II 3000 SERIES



[---] DENOTES PARALLEL BOUNDARY LINE
 [---] DENOTES LIMITED COMMON ELEMENT
 [---] DENOTES COMMON ELEMENT
 [---] DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
 NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARALLEL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

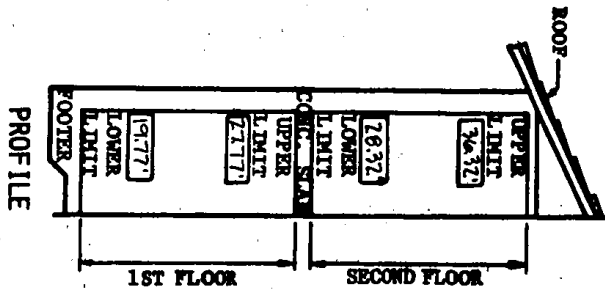
OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN
 EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM OF
 PINERIDGE SOUTH-II CONDOMINIUM
 BUILDING NO. 201 SECOND FLOOR PLAN

EXHIBIT D
 Page 12

SHEET 4 OF 14

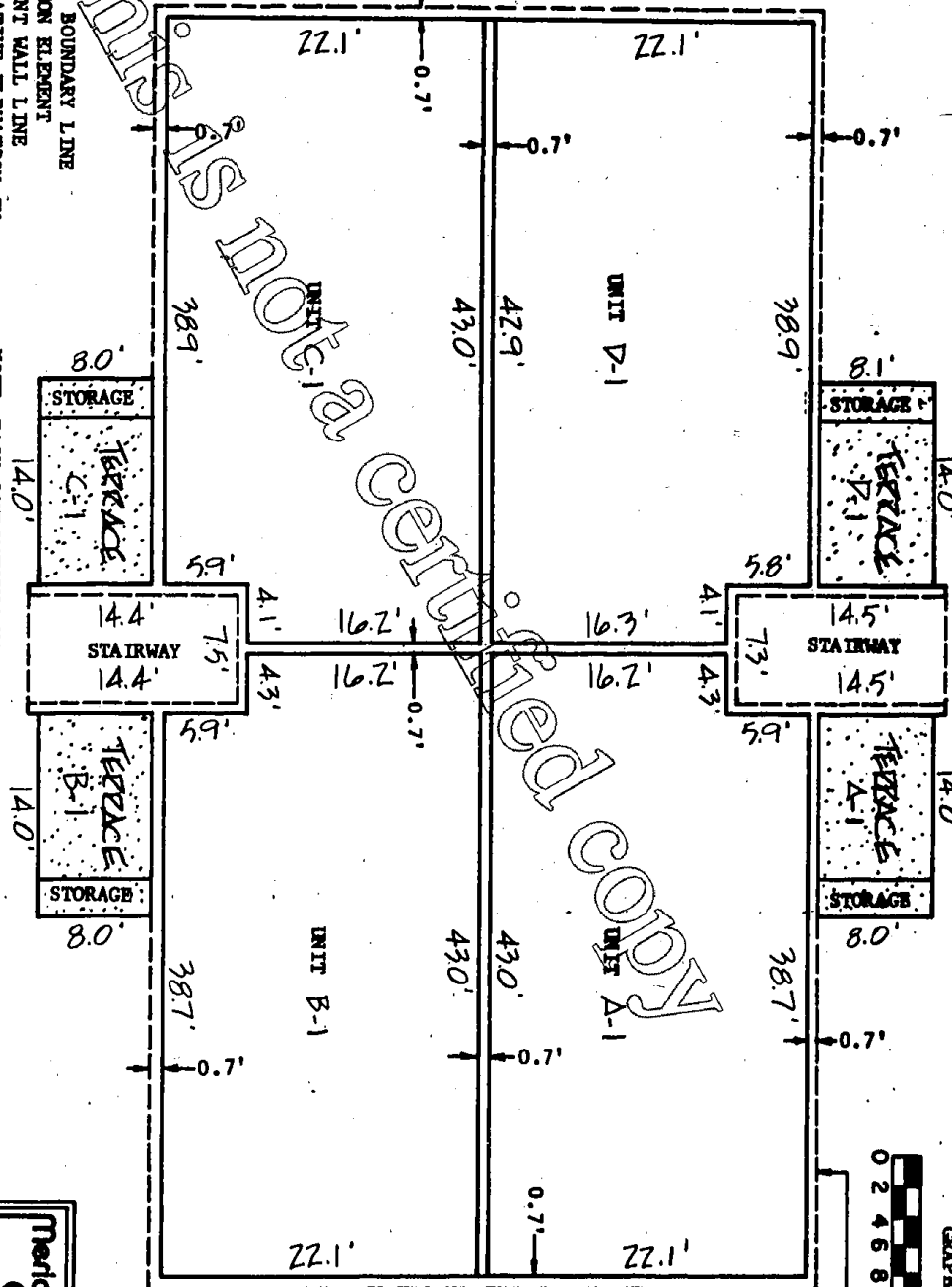
B3442 P0922

Meridian
 Engineering and Mapping, Inc.
 2225 So. Cooper Ave.
 Suite 2-2
 West Palm Beach, Florida 33411
 PHONE: 561-833-1100
 FAX: 561-833-1101



DENOTES PARIMETRICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
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OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM OF
 PINERIDGE SOUTH-II CONDOMINIUM
 BUILDING NO. 202 FIRST FLOOR PLAN



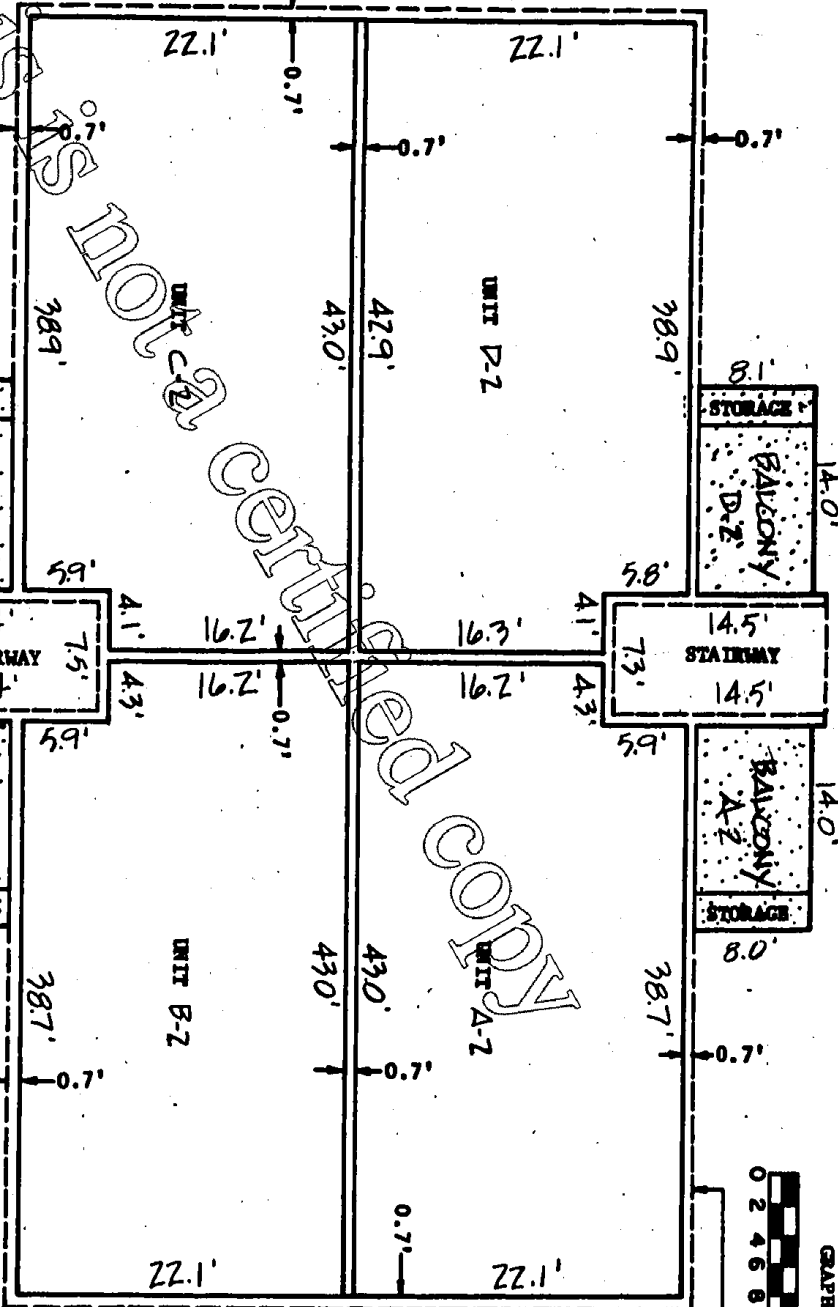
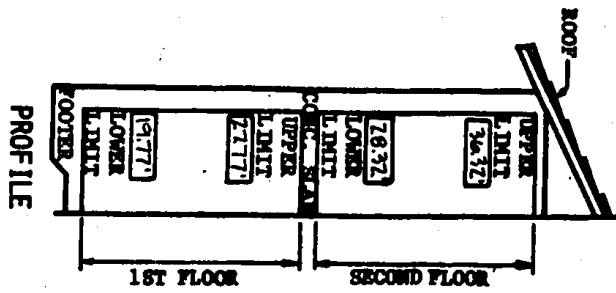
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SHEET 5 OF 14

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 West Palm Beach, Florida 33411
 PINE RIDGE SOUTH II 3000 SERIES

B3442 P0924



OUTSIDE FACE OF WALL AS
LOCATED ON SURVEY AND PLOT PLAN

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM OF
PINERIDGE SOUTH-II CONDOMINIUM
BUILDING NO. 202 SECOND FLOOR PLAN

DENOTES PERIMETRICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL-0.00')

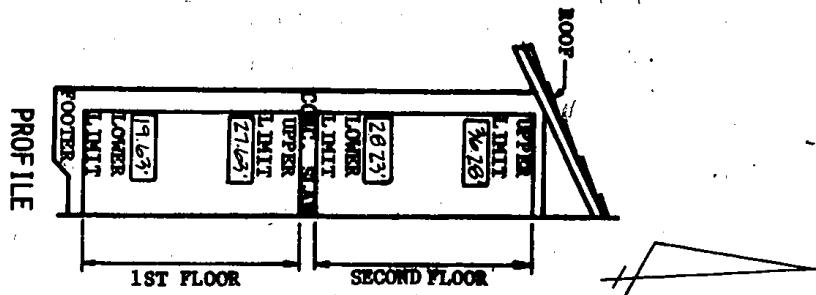
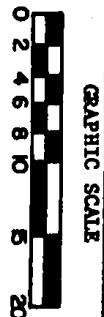
NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.

NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PERIMETRICAL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

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 Surveying and Mapping, Inc.
 2225 N. Central Ave.
 Suite 100
 Fort Worth, Texas 76108
 PHONE 817 380 8888

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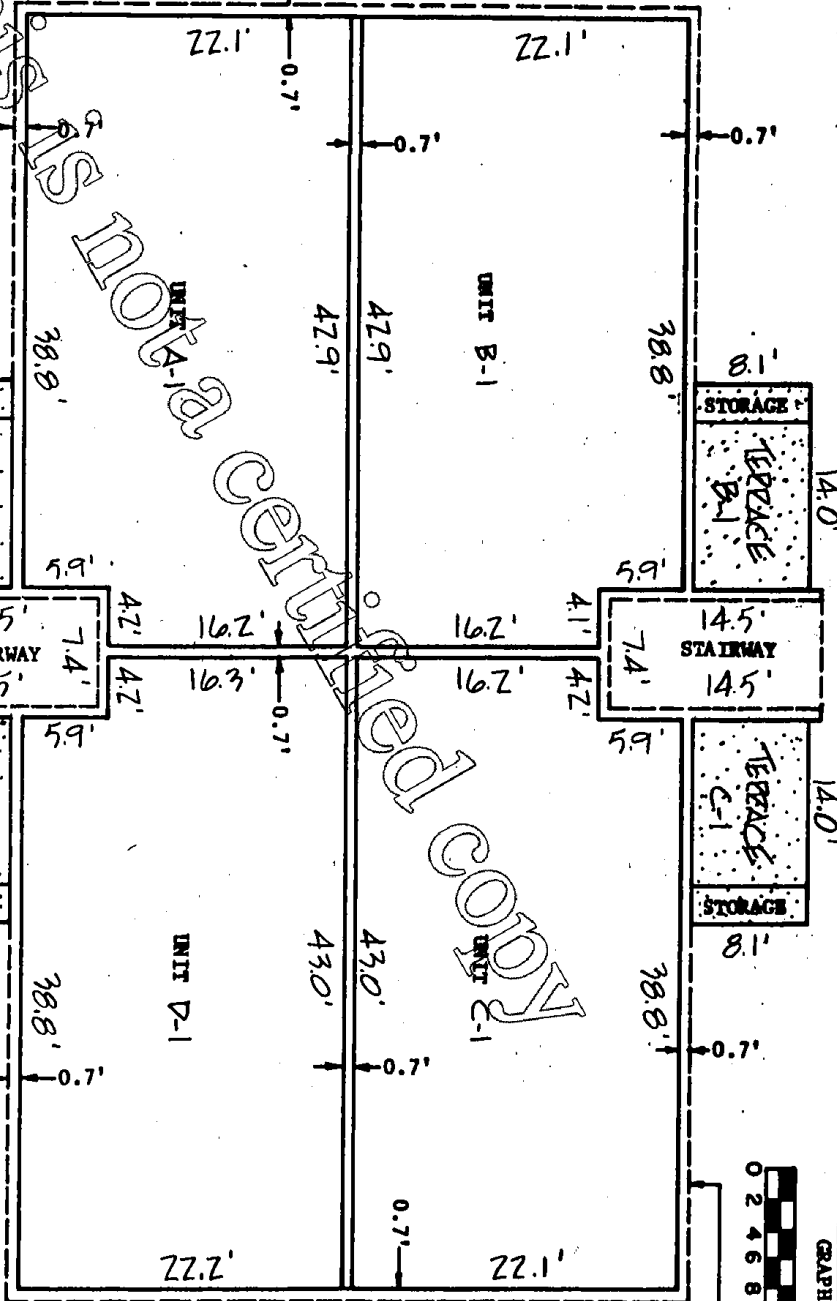
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DENOTES PARIMETRICAL BOUNDARY LINE
DENOTES LIMITED COMMON ELEMENT
DENOTES COMMON ELEMENT WALL LINE
DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL-0.00')

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

OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM OF
PINERIDGE SOUTH-II CONDOMINIUM
BUILDING NO. 203 FIRST FLOOR PLAN

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SHEET 7 OF 14

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PHONE: SOUTH 11 3000 SERIES

 DENOTES PARIETICAL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM, (MSL = 0.00')
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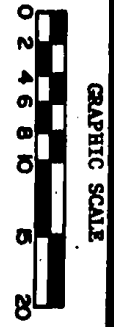
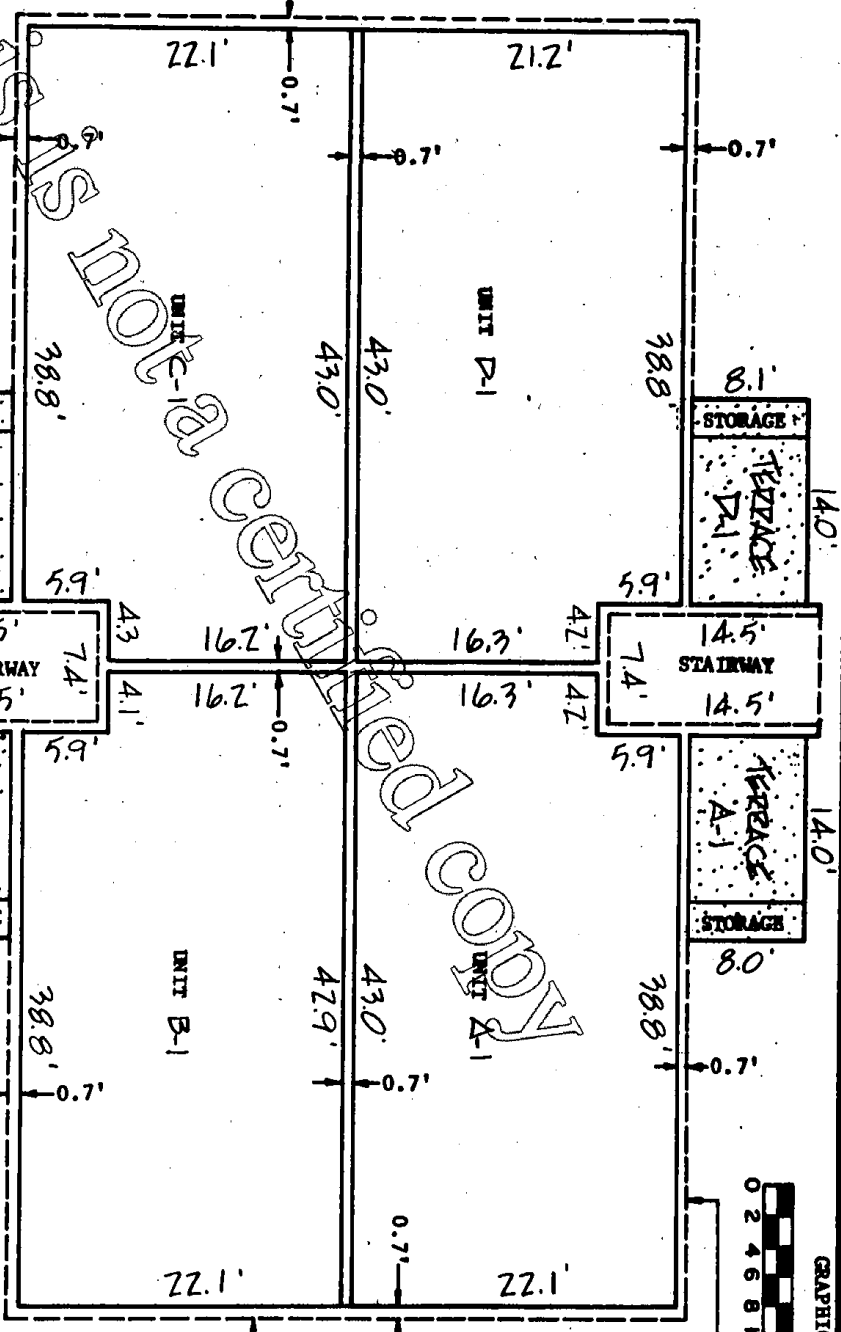
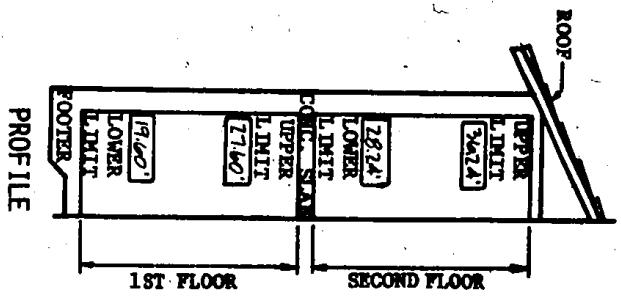
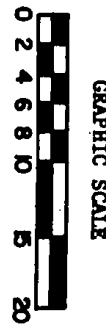
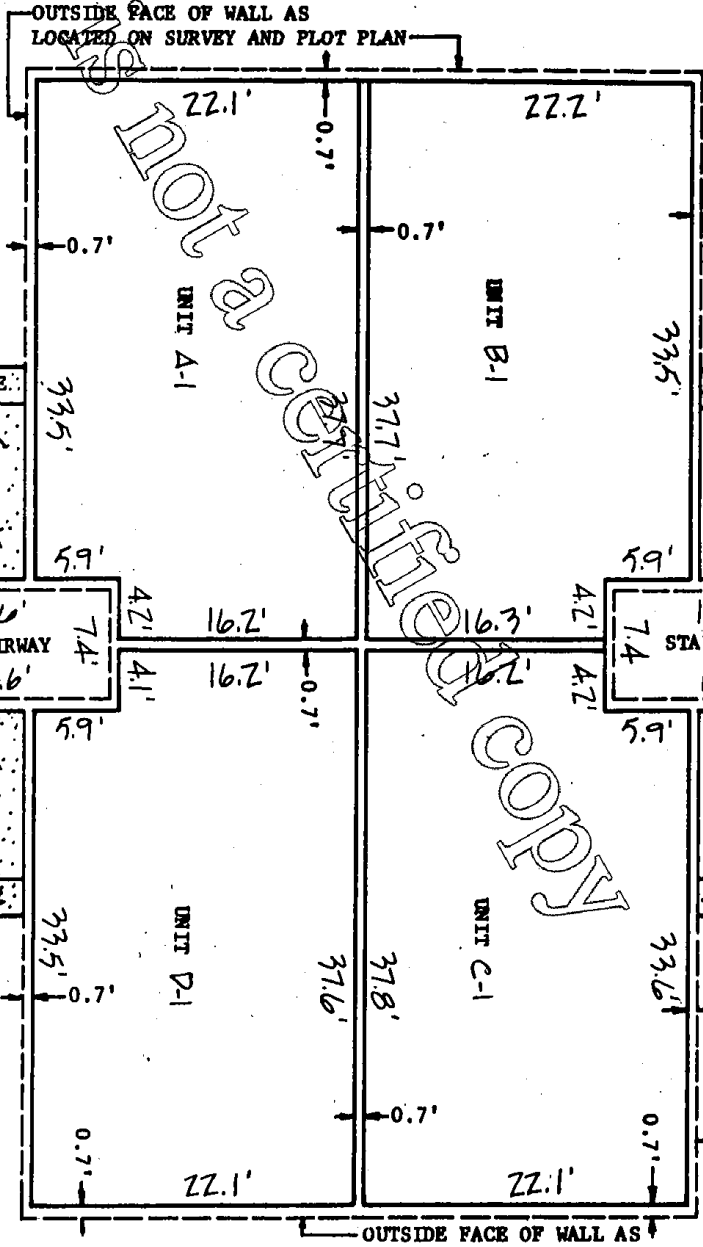
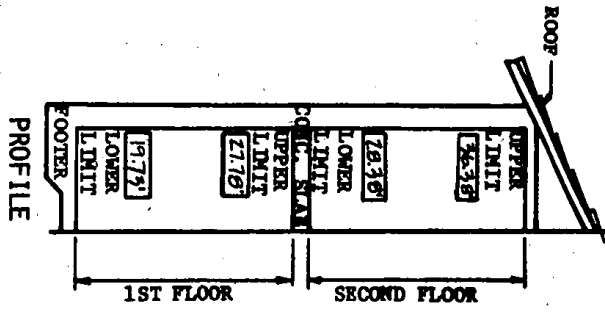


EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM OF
 PINERIDGE SOUTH-II CONDOMINIUM
 BUILDING NO. 204 FIRST FLOOR PLAN

EXHIBIT D
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 PAPERLINE SOUTH II 3000 SERIES

27662 P0927
 27443



DENOTES PARALLEL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 0.00' DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL-0.00')
 NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING. BOUNDARIES NOTED HEREON.

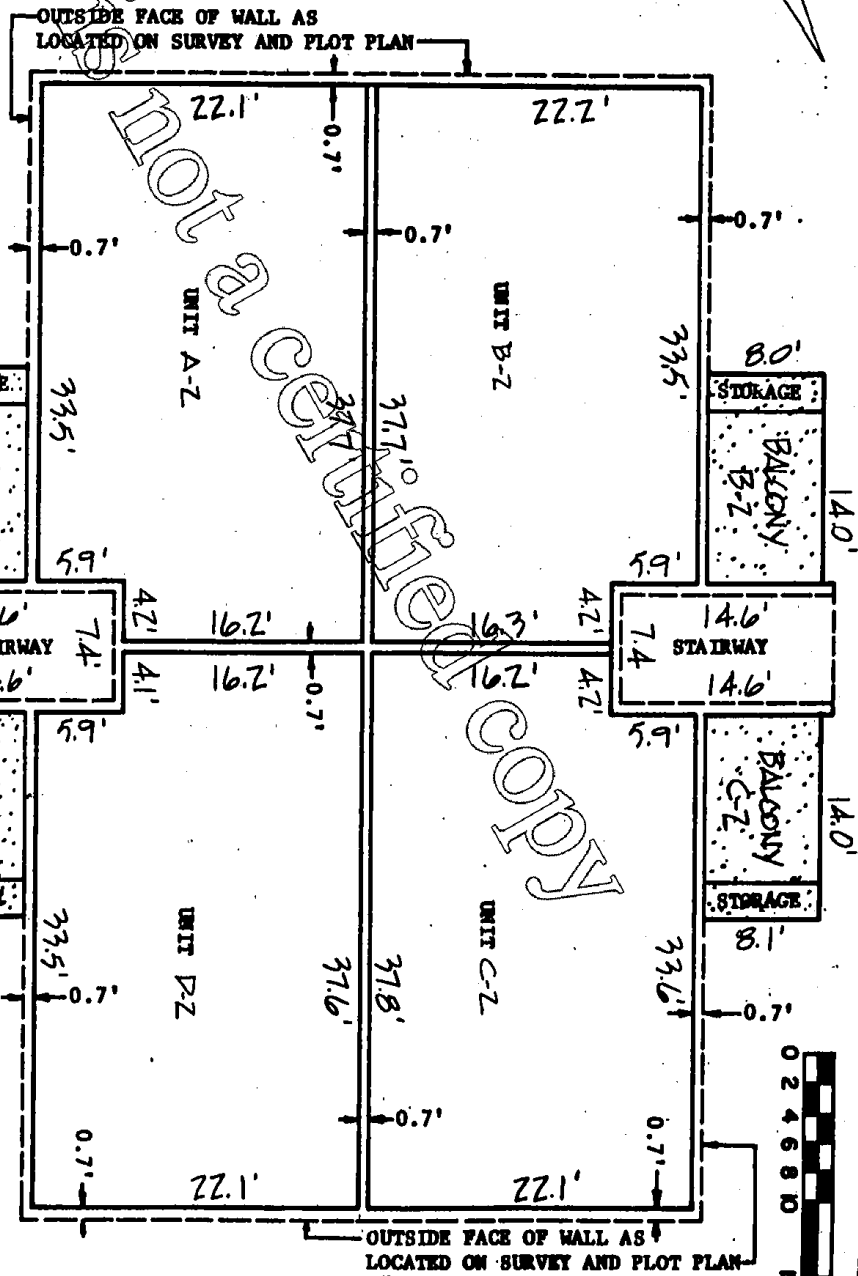
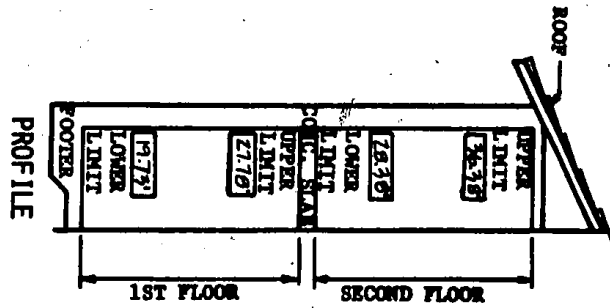
NOTE: EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY THE VERTICAL PROJECTIONS OF THE PARALLEL BOUNDARIES AND BY THE HORIZONTAL PLANES OF THE UPPER AND LOWER BOUNDARIES NOTED HEREON.

EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM OF
 PINERIDGE SOUTH-II CONDOMINIUM
 BUILDING NO. 205 FIRST FLOOR PLAN

EXHIBIT D
 Page 19

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 West Palm Beach, Florida 33411
 PINE RIDGE SOUTH II 2005 SERIES



DENOTES PARALLEL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL-0.00')
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NOTE:
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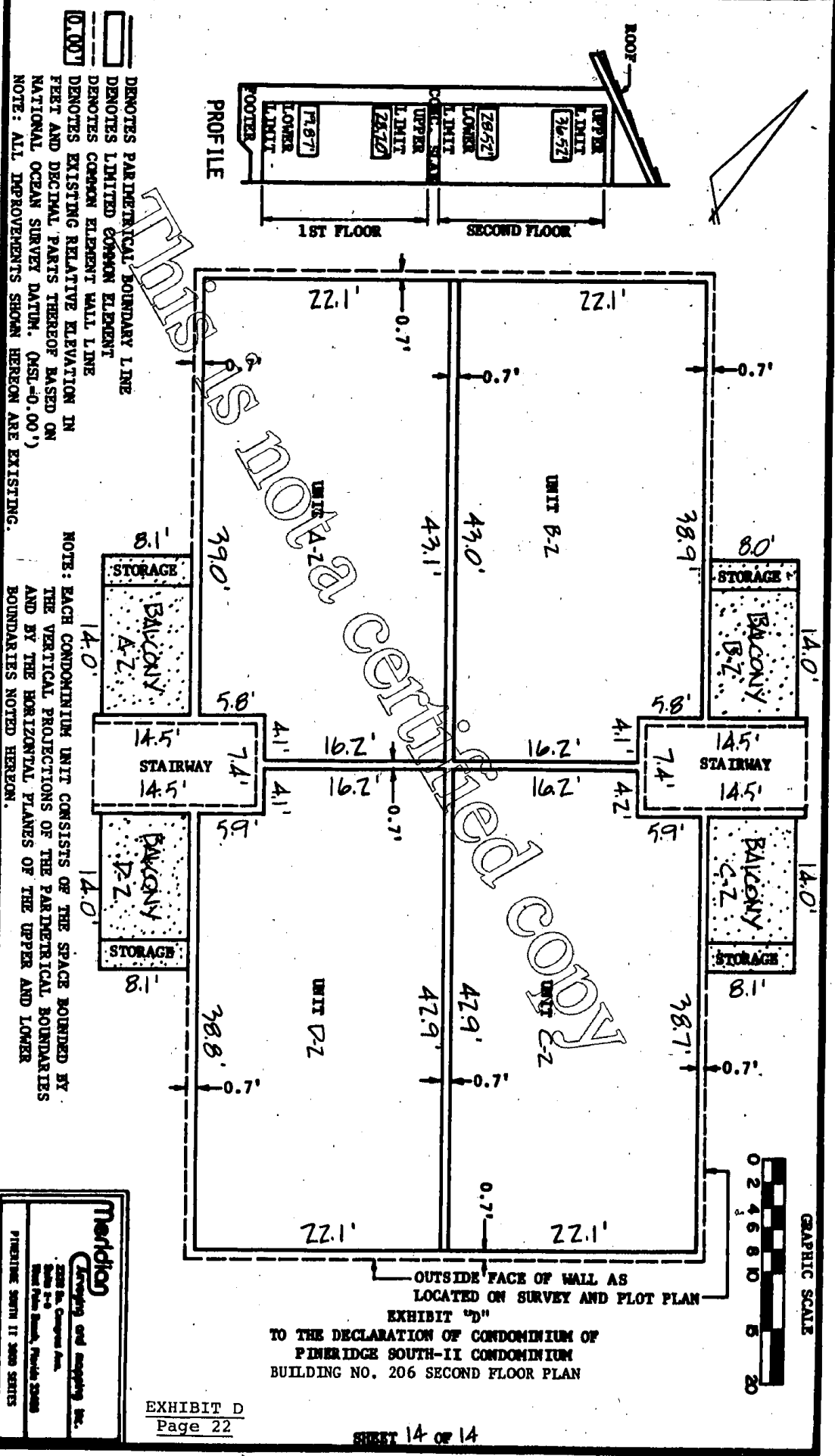
EXHIBIT "D"
 TO THE DECLARATION OF CONDOMINIUM OF
 PINERIDGE SOUTH-II CONDOMINIUM
 BUILDING NO. 205 SECOND FLOOR PLAN.

EXHIBIT D
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SHEET 12 OF 14

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 2225 N. Coalinga Ave.
 Suite 200
 West Palm Beach, Florida 33411
 PHONE: 561-833-1100
 PINE RIDGE SOUTH II 2ND SERIES



DENOTES PARALLEL BOUNDARY LINE
 DENOTES LIMITED COMMON ELEMENT
 DENOTES COMMON ELEMENT WALL LINE
 DENOTES EXISTING RELATIVE ELEVATION IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL OCEAN SURVEY DATUM. (MSL=0.00')
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OUTSIDE FACE OF WALL AS LOCATED ON SURVEY AND PLOT PLAN EXHIBIT "D"

TO THE DECLARATION OF CONDOMINIUM OF PINERIDGE SOUTH-II CONDOMINIUM BUILDING NO. 206 SECOND FLOOR PLAN

EXHIBIT D
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SHEET 14 OF 14

B 2443 P 0602

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 2020 So. Corporate Ave.
 Suite 200
 West Palm Beach, Florida 33409
 PINEAPPLE SOUTH II 2000 SERIES

BY-LAWS

OF

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

General

Section 1. The Name: The name of the corporation shall be PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

Section 2. The Principal Office: the principal office of the corporation shall be at 3586 La Playas Court, Greenacres City, Florida 33463, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner" and "condominium" are defined as set forth in the Condominium Declaration to which these By-Laws are attached.

ARTICLE II

Directors

Section 1. Number and Term: The number of directors which shall constitute the whole Board shall be not less than five (5) nor more than nine (9). Directors need not be members. Within the limits above specified the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Directors shall have five (5) members as long as HOVNANIAN OF PALM BEACH, INC., a Florida corporation, is the owner of any condominium parcel in said condominium and it shall have the right to designate and select a majority of said Board; provided, however, that when unit owners other than the developer own fifteen per cent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the developer have been closed on fifty per cent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the developer on ninety per cent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, when some of the units have been sold and none of the

EXHIBIT E

others are being offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five per cent (5%) of the units in the Condominium.

Section 2. Vacancy and Replacement: If the office of any Director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed with or without cause by an affirmative vote or agreement in writing of a majority of the members (unit owners).

Section 4. First Board of Directors: The first Board of Directors shall consist of KEVORK S. HOVNANIAN, FRANK J. STEINITZ, JOHN A. STRAMA, ROBERT A. HUMPHREY and MARGARET FLANAGAN, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, except as set forth in Section 2 of these By-Laws; provided any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

(a) to levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in ARTICLE VII, Section 3, of these By-Laws;

(b) to use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, certain of the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

(c) to pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

(d) to enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should

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require), and acknowledges and agrees to the possession by the Board of Directors of a master key;

(e) to repair and replace common element and limited common element facilities, machinery and equipment;

(f) to insure and keep insured the owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repair and replacement, all in accordance with the provisions of the Declaration of Condominium;

(g) to collect delinquent assessments, by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

(h) to employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

(i) to make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including without limitation, the use and occupancy of the units by the members and the use of the common elements.

Section 6. Compensation. Directors and officers shall serve without compensation; however, this provision does not preclude a Director or officer from serving the Association in any other capacity and receiving compensation for such services.

Section 7. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held quarterly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. All meetings of the Board, Regular or Special, shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

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E. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and available for inspection by Board members and unit owners at all reasonable times.

F. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement: The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners at reasonable times, and written summaries of which shall be supplied at least annually to unit owners. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III

Officers

Section 1. Elective Offices: The officers of the corporation shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers.

Section 2. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices: The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by

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the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary and Assistant Secretaries:

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers:

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the

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Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers: The Treasurer and all Assistant Treasurers, if any, the President, the Secretary and Assistant Secretaries, if any, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium corporation.

Section 9. Indemnification of Corporate Officers: Every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees (Lower Courts and Appellate Courts), reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred except in such cases wherein the director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition: Membership in the corporation shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The corporation shall not issue certificates.

Section 2. Voting Rights: A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the corporation. No vote is divisible. If the parcel is jointly or coparcenally owned the person entitled to cast the vote for the parcel shall be designated in a Certificate appropriately executed in the form provided therefor and filed with the Secretary of the Association. The Association may rely upon said Certificate as conclusive evidence of said authority without the need for further inquiry.

Section 3. Transfer of Membership Ownership: Transfer of membership in the corporation occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically only and upon the recording of the conveyance or transfer. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors and the Association's right of first refusal as provided for in the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place: All meetings of the corporation membership shall be held at the office of the corporation, or

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may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual Meeting:

A. The first annual meeting of members shall be held on the second Tuesday of April, 1983.

B. Regular annual meetings, subsequent to the first meeting, shall be held on the first Tuesday in May of each year.

C. All annual meetings shall be held at the hour of 4:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least thirty (30) days prior to the meeting, and the posting at a conspicuous place on the condominium property of a notice of the meeting at least thirty (30) days prior to said meeting.

Section 3. Membership List: At least fourteen (14) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Minutes of Meetings: Minutes of all meetings of the membership (unit owners) shall be kept in a businesslike manner and available for inspection by the membership (unit owners) and by members of the Board of Directors at all reasonable times.

Section 5. Special Meetings:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4th) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

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Section 6. Quorum: Fifty-one per cent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting originally called.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case the express provision shall govern and control the decision of such question.

Section 8. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy, and filed with the Secretary prior to the meeting for which the proxy is given; provided, however, no one person shall be designated to hold more than five (5) proxies.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action at such meeting were held shall consent in writing to such action being taken.

Section 10. Rules of Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

Notices

Section 1. Definition: Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver: Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal year: The fiscal year shall begin on the first day of January in each year.

Section 2. Checks: All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments: The Board of Directors of the corporation shall, from time to time, no less frequently than quarterly, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance, and other operating expenses, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units. This ratio of assessment shall be in the amounts as set forth in the Declaration of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts: There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses: The condominium expenses for which the members shall be liable as set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the corporation for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets

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and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings, and removal of garbage and trash.

Section 6. Annual Audit: An audit of the accounts of the corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The Board of Directors shall have the right to require that a uniform form of lease shall be used.

ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, through its Board of Directors, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the corporation and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the corporation all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the corporation shall have the right to enter upon the premises and collect the same directly from the occupants.

If the corporation becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from

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the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees (Lower Courts and Appellate Courts), and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the corporation may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the corporation be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorney's fee (Lower Courts and Appellate Courts).

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than four (4) directors and by not less than fifty-one per cent (51%) vote of all of the members; or

B. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any institutional mortgagee as defined in the Declaration of Condominium.

Section 3. Agreement: In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

Section 4. Proviso: No amendment shall discriminate against any unit owner nor against any unit or class or group.

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of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Additionally, no amendment to these By-Laws may be made which affects the rights of a mortgagee (and/or mortgagees) without the prior written consent and joinder of mortgagee (and/or mortgagees).

ARTICLE XII

Miscellaneous

Section 1. The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes) or in the Declaration of Condominium shall apply to such words and phrases when used in these By-Laws.

Section 2. Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the corporation is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the corporation.

ARTICLE XIII

Rules and Regulations

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided, shall, from time to time, be posted in a conspicuous place.

Section 2. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the condominium unit(s); provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the condominium's property, and/or copies of same shall be furnished to each unit owner.

Section 3. In addition to the other provisions of these By-Laws and the Declaration of Condominium, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof:

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A. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the property.

B. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these By-Laws become a part.

C. Common elements shall not be obstructed, littered, defaced or misused in any manner.

D. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagees holding a mortgage on said unit.

E. The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the condominium corporation.

F. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common elements.

G. Common walks, park area, common facilities and other common elements shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

H. No "for sale" or "for rent" signs or other window displays or advertising is permitted in any part of the condominium property or in any condominium parcel, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

ARTICLE XIV

Proposed Annual Budget

Section 1. A copy of the proposed Annual Budget of common expenses shall be mailed to the unit owners (membership) not less than thirty (30) days prior to the meeting at which the Budget will be considered, together with an appropriate notice of that meeting. The Annual Budget shall be adopted by the Board of Directors but all unit owners (membership) shall be given written notice as aforesaid of the time and place at which such meeting of the Board of Directors to consider the Budget shall be held, and such meeting shall be open to the unit owners (membership).

Section 2. If an Annual Budget is adopted by the Board of Directors which requires assessment against the unit owners (membership) in any fiscal or calendar year exceeding 15% of such assessments for the preceding year, upon written

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application of ten per cent (10%) of the unit owners (membership); a Special Meeting of the unit owners (membership) shall be held upon not less than ten (10) days written notice to each unit owner (membership), but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which Special Meeting the unit owners (membership) may consider and enact a revision of the Budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the Budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners (membership).

Section 3. The Board of Directors may in any event propose a Budget to the unit owners (membership) at a meeting of the members or by writing, and if such Budget or proposed Budget be approved by the unit owners (membership) at the meeting, or by a majority of their whole number by a writing, such Budget shall not thereafter be re-examined by the unit owners (membership) in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of Section 2., supra.

Section 4. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors with respect to repairs or replacements of the condominium property or with respect to anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall also be excluded from such computation assessments for betterment of the condominium property.

Section 5. Proviso: For such period and/or periods of time as the Developer is in control of the Board of Directors, said Board of Directors shall not impose an assessment for a year greater than one hundred fifteen per cent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners (membership).

ARTICLE XV

OPERATION OF ADDITIONAL CONDOMINIUMS

Section 1. Right to Operate: The Association, in its discretion, may operate any additional condominiums in the PINE RIDGE project in accordance with Section 718.111, Florida Statutes.

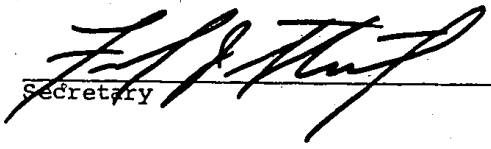
Section 2. Voting Rights: Voting with respect to a specific condominium relating to its capital expenditures, assessments, maintenance, repairs to its property, termination of its condominium regime, granting of privileges regarding changes of configuration and other matters which apply specifically and exclusively to that particular condominium shall be limited solely to the unit owners in that particular condominium. Voting with respect to the over-all general matters in connection with all condominiums shall not be limited as aforesaid.

Section 3. Election of Directors: In the event additional condominiums are operated under the provisions hereof (and subject to the provisions of Article II of these By-Laws), each condominium shall be entitled to elect directors so that there shall be equal (or nearly equal as possible) representation on the Board of Directors of the Association.

Section 4. Proviso: The Board of Directors shall act equitably and fairly in the apportionment of expenses (including but not limited to capital expenditures, assessments, maintenance, repairs to property, etc.) by taking into full account which particular condominium such item or items of expense is applicable when contemplating such expenditures or assessments.

ARTICLE XVI

The foregoing were adopted as the By-Laws of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., this 9th day of January, 1981.


Secretary

APPROVED:

KSH


President

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RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT